MCI COMMUNICATIONS SERVICES, INC. d/b/a Verizon Business Services

KY PSC TARIFF NO. 2 2<sup>ND</sup> REVISED Title Page CANCELS 1ST REVISED Title Page

#### TITLE SHEET

This tariff contains the regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by MCI Communications Services, Inc. with principal offices at 500 Clinton Center Drive, Clinton, Mississippi 39056. This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Public Service Commission of Kentucky, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: 1/20/06

Erik Sanchez **Tariff Administrator** 201 Spear Street, 9TH Floor San Francisco, CA 94105

PUBLIC SERVICE COMMISSION OF KENTUCKY

**EFFECTIVE** 1/23/2006

PURSUANT TO 807 KAR 5:011 SECFITORIVO (1) 1/23/06

**Executive Director** 

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Sheets 1 through 232 inclusive of this tariff are effective as of the dates shown.

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Issued: 4/27/06

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Indicates new or revised sheet with this filing.

ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

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Indicates new or revised sheet with this filing.

ISSUED: April 14, 2000

EFFECTIVE: April 17, 2000

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Indicates new or revised sheet with this filing.

ISSUED: November 29, 2001

EFFECTIVE: December 1, 2001

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ISSUED: September 10, 1999

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Indicates new or revised sheet with this filing.

ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

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ISSUED: November 29, 2001

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Issued: 8/26/05

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floor San Francisco, CA 94105 PUBLIC SERVICE COMMISSION OF KENTUCKY

**EFFECTIVE** 9/1/2005

PURSUANT TO 807 KAR 5:011 SECTION SECTION (VP): 9/1/05

**Executive Director** 

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ISSUED: September 10, 1999

# **SYMBOLS**

The following are the only symbols used for the purposes indicated below.

- C Change in regulation
- D Delete or Discontinue
- I Change resulting in an increase to a rate
- N New

ISSUED: September 10, 1999

- R Change resulting in a reduction to a rate
- T Change in text or regulation but no change in rate or charge

#### 1.1 Definitions

<u>Access Line</u> - A dedicated transmission path that connects a customer location to the carrier's terminal location or switching center.

<u>Administrative Change</u> - The modification of an existing Company toll-free service, at the request of the customer, that involves changes to routing, toll-free features, or any administrative change which must be processed through the Company's database.

Advance Payment - Part or all of a payment required before the start of service.

<u>Application for Service</u> - A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable the carrier to provide the communication service as required.

<u>Authorization Code</u> - A numerical code, one or more of which are available to a customer to enable Carrier to identify use of service on his account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

<u>Authorized User</u> - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

<u>Carrier</u> - MCI WorldCom Communications, Inc. unless the context means otherwise.

Communications Services - The Company's intrastate telephone services offered pursuant to this tariff.

Company - MCI WorldCom Communications, Inc., the issuer of this tariff.

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EFFECTIVE: September 13, 1999

## 1.1 <u>Definitions</u> (Continued)

<u>Company Calling Card</u> - A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

Conference Calling - This option permits a customer to connect up to 200 locations on one conference call.

<u>Credit Card</u> - A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

<u>Customer</u> - The person, firm, corporation or other entity which uses, caused the use of, or allows the use of the Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's tariff regulations.

<u>Customer Provided Equipment</u> - Terminal equipment, as defined herein, provided by a customer.

<u>Customized Account Codes</u> - A code consisting of two or more digits which enables the subscriber to identify individual users and thereby allocate the cost of their long distance service.

<u>Disconnection</u> - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

<u>Excessive Call Attempt</u> - An attempt to make a call over the Carrier's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made from the same access line, and where those attempts do not complete because an invalid authorization code(s) was used.

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ISSUED: September 10, 1999

## 1.1 <u>Definitions</u> (Continued)

<u>Expedite Order</u> - A service order initiated at the request of the customer plus the accompanying installation or change to related circuits that is processed in a time period shorter than the Company's standard service interval.

Holidays - Company-recognized holidays are:

New Year's Day

Thanksgiving Day

Independence Day

Christmas Day

Labor Day

<u>Interexchange Service</u> - Any of the Company's service offerings that provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

<u>Joint User</u> - A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company, and to whom a portion of the charges for service will be billed under a joint user arrangement as specified herein.

<u>LATA</u> - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

<u>Local Service Management System (LSMS)</u> - An intermediate data base system which receives downloads of Customer records from the SMS/toll-free and further downloads them to the appropriate SCPs in its network.

SEP 15 1099

ISSUED: September 10, 1999

## 1.1 <u>Definitions</u> (Continued)

<u>Magnetic Tape</u> - A memory device employing plastic tape with a ferrous coating that has been magnetically encoded.

Minimum Average Time Requirement (MATR) - A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period. The MATR for each service is specified in the appropriate section of this tariff.

<u>Multi-Location Customer</u> - A customer who subscribes to a Company product that is provided at multiple customer locations (does not apply to resellers, rebillers or aggregators of Company services).

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

<u>Recurring Charges</u> - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

<u>Premises</u> - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of as well as space at the customer's place of business.

<u>Project Account Codes</u> - This option permits the customer to allocate usage charges to separate cost centers by entering a two, three or four digit code at the end of the dialing sequence.

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## 1.1 <u>Definitions</u> (Continued)

Responsible Organization (Resp. Org.) - The carrier entity that has responsibility for the management of toll-free numbers in the Service Management System (SMS/toll-free) including maintaining Customer records in the SMS/toll-free system. Also, the entity which accesses the SMS/toll-free to: (a) search for and reserve toll-free numbers; (b) create and maintain toll-free number Customer records, including call processing records; and (c) provide a single point of contact for trouble reporting. The SMS/toll-free recognizes one Resp. Org. for each toll-free number.

<u>Service Control Point (SCP)</u> - The real-time data base system in the Toll-Free Data Base Service network that contains instructions on how customers wish their calls to be routed, terminated or otherwise processed.

<u>Service Management System (SMS/Toll-Free)</u> - The main administrative support system of Toll-Free Data Base Service. It is used to create and update Customer Toll-Free Service records that are then downloaded to Service Control Points (SCPs) for handling customer's Toll-Free Service calls and to Local Service Management Systems (LSMSs) for subsequent downloading to SCPs. Resp. Orgs also uses the system to reserve and assign toll-free numbers.

<u>Special Access Line (SAL)</u> - A Dedicated Analog DAL or Digital T-1 Access Lines directly connecting customers' telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

Service - Service means any or all service(s) provided pursuant to this Tariff.

<u>Service Commencement Date</u> - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date.

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## 1.1 <u>Definitions</u> (Continued)

<u>Service Order</u> - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

<u>Shared</u> - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

<u>Speed Number</u> - A signaling arrangement by which a customer may elect to dial a pre-programmed four-digit number in place of a designated ten-digit number.

<u>Station</u> - A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

<u>Telecommunications Relay Service (TRS)</u> - TRS permits a communications assistant to complete a call and provide translation assistance between hearing and speech impaired Customers who use a Text Telephone (TT) or its equivalent, and hearing persons who do not use a TT.

Company Terminal - Any POP (Point Of Presence) where Carrier provides services described herein.

<u>Terminal Equipment</u> - Devices, apparatus, and their associated wiring such as teleprinters, telephone hand sets, or data sets.

<u>True Verified Project Account Codes</u> - This option permits the customer to specify precisely which code number is to be used to allocate usage charges. Entering a customized project account code (PAC) will access the predetermined cost center at the end of a dialing sequence. A custom PAC may be up to an eight-digit code.

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EFFECTIVE: September 13, 1999

## 1.1 <u>Definitions</u> (Continued)

<u>User</u> or <u>End User</u> - Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Validated Project Account Codes - Account codes that have restricted access.

<u>Verified Project Account Codes</u> - This option permits the customer to allocate usage charges to separate cost centers by entering a specific three or four digit code at the end of a dialing sequence.

<u>Vertical Features</u> - Services such as call validation, "Plain Old Telephone Service" (POTS) number translation and provision of statistical information on the Customer's toll-free traffic, which may be obtained by the Company from Local Exchange Company access tariffs on behalf of a Company Toll-Free Service Customer for which the Company serves as Resp. Org.

ISSUED: September 10, 1999

#### 2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to the provision of intrastate telecommunications services by MCI WorldCom Communications, Inc., hereinafter referred to as "WorldCom" and/or the "Company".
- 2.1.2 The Company may undertake to provide Special Services to meet a customer's requirements when those requirements cannot be satisfied within this tariff.
- 2.1.3 Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), MCI WorldCom cancelled its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic service during a 45-day period for customers who sign for WorldCom service with a Local Exchange Carrier (LEC). Effective August 1, 2001, service descriptions, definitions, terms and conditions, and pricing for Business Markets services no longer federally tariffed may be found in WorldCom's "Service Publications and Price Guide" located on the Company's website at www.worldcom.com.

## 2.2 Undertaking of the Company

#### 2.2.1 General

The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this tariff may be utilized only for the transmission of communications by customers consistent with the terms of this tariff, the rules and regulations of the state of Kentucky.

The Company's services and facilities are available 24 hours a day, 7 days a week.

#### 2.2.2 Availability

Service is offered subject to the availability of the necessary facilities and/or equipment. The Company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available.

The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic delivant or terminate a service request with a full refund of any charges billed to the customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

ISSUED: March 25, 2002

EFFECTIVE: March 26, 2002

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## 2.3 Use of Service

- 2.3.1 Services furnished by the Company may not be used for any unlawful purpose.
- 2.3.2 No restrictions apply on sharing or resale of services. The customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.
- 2.3.3 Use of the services herein in a manner that could interfere with the services provided to other customers, or harm the facilities of the Company or others is prohibited.
- 2.3.4 In the event that the Company determines, based upon its sole judgement, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company may without liability to the customer discontinue service and/or seek legal recourse to recover from the customer all costs involved in enforcement of this provision.
  - A. Service may be discontinued by the Company, without notice to the customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes such as calling cards codes, when the Company deems, in its sole judgement, it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
  - B. Without incurring any liability, the Company may discontinue the furnishing of service(s) to a customer immediately and without notice if the Company deems, in its sole judgement, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

## 2.3 <u>Use of Service</u> (Continued)

- 2.3.5 The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent. In the event the customer advises the Company that the traffic is normal and there is no material unauthorized usage and/or no request is made by the customer to the Company to mitigate the abnormal calling patterns, the customer will be liable for all charges associated with such abnormal calling patterns or other possible unauthorized use.
- 2.3.6 If a customer utilizes a dedicated access line between the customer's premises and the Company's serving office for the origination or termination of calls, the customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.
- 2.3.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.
- 2.3.8 With the use of the Company authorization codes, the customer agrees to pay to the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization code.

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#### 2.4 Liability of the Company

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from or in any way attributable to acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this tariff shall be limited not to exceed an amount equal to the monthly recurring charge to the customer for one (1) month, if any, or as otherwise set forth in the outage credit provision of this tariff provided, however, that:

- 2.4.1 The Company's liability for its willful misconduct is not limited by this tariff;
- 2.4.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.
- 2.4.3 The Company shall have no liability to any person or entity other than its customer.
- 2.4.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against the following:
  - A. Any claim, loss, expense or damage (including but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from or in connection with the material, data, information, or other content transmitted over the services or facilities furnished by the Company.

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## 2.4 Liability of the Company (Continued)

## 2.4.4 (Continued)

- B. Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for any act or omission of the customer or its agents and contractors, or due to the failure or Customer-provided equipment, facilities, systems or services.
- C. Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- D. Any use by the customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the customer, the Company or its products or services.
- 2.4.5 The Company is not liable for any damages, including toll usage charges, the customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the customer's facilities includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through customer-provided equipment which are transmitted or carried on the Company's network. The Company Corporate Security Department may work with customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the customer is responsible for controlling access to, and use of, its own telephone facilities.

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## 2.4 Liability of the Company (Continued)

- 2.4.6 All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.4.7 Where any claim arises out of the Company's acting as a Resp Org or where the Company's Toll-Free Service is not made available on the date committed to the customer, or cannot otherwise be made available after the Company's acceptance of the customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the customer, or the number(s) is not included in the Toll-Free Service Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the customer as the direct result of such failure(s), or (b) the sum of \$1,000.
- 2.4.8 The Company shall not be liable for the use, misuse or abuse of a customer's Toll-Free Service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's toll-free number by mistake. Compensation for any injury the customer may suffer due to the fault of others must be sought from such other parties.

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- 2.4 Liability of the Company (Continued)
  - 2.4.9 In the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.
  - 2.4.10 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll-Free Service to any Toll-Free Service Customer if the Company determines in its sole discretion that the Customer is using the Toll-Free Service to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including but not limited to any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and toll-free calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

## 2.5 Obligations of the Customer

- 2.5.1 The Customer shall be responsible for damages to the Company's facilities caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees.
- 2.5.2 The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, 24 hours a day, 7 days a week.
- 2.5.3 The Customer will guarantee the performance by its authorized user(s) of all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this tariff.
- 2.5.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this tariff, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:
  - A. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or
  - B. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any.

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## 2.5 Obligations of the Customer (Continued)

## 2.5.4 (Continued)

B. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any.

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulation and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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- 2.5 Obligations of the Customer (Continued)
  - 2.5.5 The Customer of the Company's 1+, 0+ (sent paid) and/or Toll-Free Service is responsible for payment for all calls placed:
    - via the Customer's local telephone service number(s);
    - via dedicated access lines to the Company facilities and/or network;
    - via the Customer's Toll-Free Service number(s) either intentionally or mistakenly placed;
    - originated at the Customer's number(s);
    - accepted at the Customer's number(s) (e.g. collect calls); and
    - billed to the Customers number via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, 0+ (sent paid), dedicated lines or Toll-Free Service; which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public. The Company shall verify operator calls billed to a third party number.

Customers are advised that use of telecommunications equipment and service, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and service provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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- 2.5 <u>Obligations of the Customer</u> (Continued)
  - 2.5.6 The Company shall not be liable for any damages, including toll usage charges, the Customer may incur as a result of unauthorized use of its telephone facilities. This unauthorized use of its telephone facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment which are transmitted or carried on the Company network. The Company Corporate Security Department may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

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- 2.5 Obligations of the Customer (Continued)
  - 2.5.7 The Customer must obtain an adequate number of access lines for Toll-Free Service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Toll-Free Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnection's, the Customer will be notified in writing in advance of the termination of service.

2.5.8 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement.

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## 2.6 Payment Regulations

- 2.6.1 Service is provided and billed on a monthly basis. Service continues to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- 2.6.2 The Customer is responsible for payment of all charges for service furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. Toll-Free Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

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## 2.6 Payment Regulations (Cont.)

- 2.6.3 A Customer of Toll-Free Service is responsible for payment for all calls placed to or via the Customer's Toll-Free Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's Toll-Free Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's toll-free number by mistake.
- 2.6.4 If notice of a dispute with respect to charge(s) is not received, in writing, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within thirty (30) days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.

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## 2.6 <u>Payment Regulations</u> (Continued)

- 2.6.5 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to thirty (30) days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:
  - A. First, the Customer may request the Company will provide an in-depth review of the disputed amount.
  - B. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Kentucky Public Service Commission.
- 2.6.6 If a Customer accumulates more than \$1,000 of undisputed delinquent Toll-Free Service charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.
- 2.6.7 In the event that a check or draft tendered by a Customer is returned, a fee of \$10.00 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.
- 2.6.8 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.

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- 2.6 Payment Regulations (Continued)
  - 2.6.9 The Company will bill previously unbilled charges for service to the Customer, provided the associated service was furnished not more than one hundred eighty (180) days preceding the date of the Customer's bill, including the following items: 1/
    - collect calls
    - credit card and calling card calls
    - third party calls
    - "error file" calls (calls which can not be billed due to the unavailability of complete billing information to the Company)

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1/ In cases involving toll fraud, the Company may backbill for one and one half (1-1/2) years.

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#### 2.7 Deposits

The Company may require a deposit before providing service, or at any time after service has commenced, upon reasonable prior notice. If the requested deposit is not paid, the Company may immediately terminate service. The deposit will not exceed minimum usage charges, if any, plus up to two months estimated usage charges.

For the period the deposit is held by the Company, the customer will receive interest as prescribed by KRS 278.460 which will be paid annually either by refund or credit to the customer's bill. The Company, in its sole discretion, may refund the deposit and interest thereon to customer at any time prior to termination, or after one year in the customer has established a satisfactory payment record for that period. The Company reserves the right to apply the customer's deposit and accumulated interest against the customer's unpaid balance at any time.

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#### 2.8 <u>Credit Allowances</u>

# 2.8.1 Interruption of Service

- A. No credit will be allowed for relinquishing facilities in order to perform routine maintenance.
- B. Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.
- C. No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer or its authorized user(s).
- D. Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored.
- E. The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.
- F. Only those portions of the service or equipment operation materially interfered with will be credited.

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# 2.8 Payment Regulations (Continued)

# 2.8.2 Outage Credit

- A. No credit shall be given for an interruption of less than 2 hours.
- B. The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.)
- C. Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues.

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#### 2.9 Interconnection

- 2.9.1 When the services or equipment of the Company are interconnected with and/or terminated in any service and/or equipment of another communications common carrier, 'the Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other communications common carrier.
- 2.9.2 The Company shall be appointed agent of the Customer to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities unless otherwise specified. The Customer shall be responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are subject to change by the local telephone company or other third parties utilized by the Company in arranging local access service. The Customer acknowledges that the Company may rely on the telephone companies for installation and testing of local access lines. The Company is not liable for untimely installation, facilities not operating or equipment that is not provided by the Company.
- 2.9.3 Interconnection of the Company's services or equipment with the services of other communications common carriers is permitted as well as Customer provided communications facilities so long as the facilities and services provided by others do not interfere with the proper functioning of the facilities and services provided by the Company.

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

#### 2.10 Equipment

### 2.10.1 <u>Customer Obligations</u>

- A. The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.
- B. Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routing maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.
- C. The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.
- D. The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.

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# 2.10 <u>Equipment</u> (Continued)

#### 2.10.1 <u>Customer Obligations</u> (Continued)

- E. The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.
- F. The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempt to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.
- G. The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.
- H. The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:
  - 1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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# 2.10 Equipment (Continued)

# 2.10.2 <u>Terminal Equipment</u> (Continued)

- A. The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like incurred in the use of the Company's service.
- B. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.
- C. When service using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:
  - 1. When the facilities furnished under this tariff are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the carrier for each application, to be consistent with the signal power allowed on the telecommunications network.

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#### 2.10 <u>Equipment</u> (Continued)

#### 2.10.2 <u>Terminal Equipment</u> (Continued)

#### C. (Continued)

- 2. To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to Bell's facilities does not exceed the limits indicated.
  - (a) The power in the band from 3,995 hertz to 4,000 hertz shall be at least 18 Db below the power of the signal as specified in Subsection (1) preceding.
  - (b) The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 Db below one miliwatt.
  - (c) The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24dB below one miliwatt.
  - (d) The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 Db below one miliwatt.
  - (e) The power in the band above 40,000 hertz shall not exceed 50 Db below one miliwatt.

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# 2.10 Equipment (Continued)

#### 2.10.2 Terminal Equipment (Continued)

#### C. (Continued)

- 3. Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the signal applied by the Customer-provided equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.
- 4. Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in (a) through (d) the following:
  - (a) The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.
  - (b) The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
  - (c) The conductor voltage shall be such that the conductor-to-ground voltage limit in (2) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (2) preceding applies to the conductor-to-conductor voltage.

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- 2.10 <u>Equipment</u> (Continued)
  - 2.10.2 <u>Terminal Equipment</u> (Continued)
    - C. (Continued)
      - 4. (Continued)
        - (d) The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighing factors indicated.

For Frequencies Between	Weighing Factor	
50 hertz and 100 hertz 100 hertz and 300 hertz	f/10 <sup>4</sup> f3.3/10 <sup>6.6</sup>	
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Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

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#### 2.10 Equipment (Continued)

#### 2.10.2 <u>Terminal Equipment</u> (Continued)

- D. If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice terminate the Customer's service immediately.
- E. The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

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# 2.11 <u>Cancellation of Service</u>

- 2.11.1 For any of the following reasons, the Company may discontinue service upon at least 10 days' written notice via First Class Mail or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.
  - A. In the event that a Customer's bill remains unpaid after more than 30 days following rendition of the bill.
  - B. In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
  - C. Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- 2.11.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, or as a result of actions of a government agency which feces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this tariff by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this tariff. Cancellation will be effective on the date specified on the notice.
- 2.11.3 If a Customer of Toll-Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. In case of disconnection, the Customer will be notified in writing by fax or U.S. Postal Service in advance of the disconnect.

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# 2.11 <u>Cancellation of Service</u> (Continued)

- 2.11.4 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the Customer will be responsible for any usage over the line.
- 2.11.5 The discontinuance of service by the Company pursuant to the Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.
- 2.11.6 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.11.7 Except as otherwise provided in this tariff or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.
- 2.11.8 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.
- 2.11.9 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer: (a) cancels the order before service begins or (b) cancel service it receives under a Service Agreement but prior to the expiration of the service term, or (c) if service is canceled for nonpayment or failure to make a requested deposit. The Customer will also be liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line if service is canceled for any of the reasons stated in (A), (B), or (C) above.

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# 2.11 <u>Cancellation of Service</u> (Continued)

#### 2.11.9 (Continued)

- A. When the customer cancels an order before service begins the customer shall be obligated to pay as cancellation charges an amount equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the customer, to include, but not limited to, all charges for labor, equipment, engineering, and/or consulting expenses incurred by the Company.
- B. When the customer cancels service it receives under a Service Agreement after service begins but prior to the expiration of the service term, the customer shall be obligated to pay as cancellation charges an amount equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the service term. The customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

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### 2.12 Special Services

For purposes of this tariff, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff.

- 2.12.1 Special Service charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service request.
  - A. If at the request of the Customer, the Company obtains facilities not normally used to provide service to its Customers, the cost incurred will be billed as a Special Service.
  - B. If at the request of the Customer, the Company provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.
  - C. Where special signaling, conditioning, equipment, or other features are required to make Customer-provided equipment compatible with the Company's service, the cost of providing these features will be billed as a Special Service.

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### 2.13 <u>Telecommunications Relay Service ("TRS")</u>

TRS is a service which permits hearing or speech impaired customers who have been certified, in writing, by a licensed physician, audiologist, speech pathologist, or appropriate state or federal agency, as having a hearing or speech impairment which precludes oral communications and who use a Telecommunications Device for the Deaf (TDD), to complete calls to customers who do not use TDD. Customers originating a call, either by voice or TDD, reach the TRS Center for their respective state via a toll free number. The completed call is rated as a call from the originating telephone number to the terminating telephone number. This service will apply to calls that originate and terminate in Kentucky.

To qualify for TRS service, the customer must provide written application and certification of a speech or hearing impairment to the Company. The customer shall designate to the Company one and only one telephone number associated with that customer's service and telecommunications device.

Customers placing a call with the assistance of TRS will receive a 50 percent discount off Dial USA rates found in Section 4.1.1 of this tariff, and will apply for usage up to \$999.99 per month. This discount will apply for all intrastate calls that are originated from and billed to the telephone number designated by the hearing or speech impaired customer. TRS calls are not eligible for any discounts associated with other calling plans. All TRS calls are confidential and may not be placed to 900 or 976 numbers.

The Company is not liable for error in translation, receiving or delivering messages by telephone, TDD, or any other instrument over Company facilities, connecting carriers or through any of the TRS Centers in absence of gross negligence or willful misconduct.

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# 2.14 Specific Regulations for Toll-Free Services

- 2.14.1 The Company reserves the right to require an applicant for Company Toll-Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that the Customer submit a new traffic forecast quarterly after service is initiated.
- 2.14.2 Toll-Free Service is furnished upon condition that the customer contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Company Toll-Free Service to any applicant, without incurring any liability and without notice to the customer, if the use of the service would interfere with or impair any service rendered by the Company.
- 2.14.3 Use of number(s): Each Company Toll-Free Service telephone number must be placed in actual and substantial use by the customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the customer, as indicated, for example, by at least thirty (30) average monthly minutes of use or more. Any toll-free telephone number associated with the Company's Toll-Free Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be re-designated as a spare number in the SMS Toll-Free database by the Company upon written notice to the customer.
- 2.14.4 If the customer requests assignment of a specific Toll-Free Service telephone number, the Company may require the customer to submit a number reservation agreement form to the Company. At no time may a customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee of \$50 (per toll-free number) which will be credited to the customer's unpaid balance after Company Toll-Free Service has been in actual and substantial use for a consecutive sixty (60) day period.

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- 2.14 <u>Specific Regulations for Toll-Free Services</u> (Continued)
  - 2.14.5 Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective customers who have reserved toll-free telephone numbers hereunder or customers who subscribe to and use the Company's Toll-Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll-free number; however, upon placing a number actually and substantially in use, as defined above, Company Toll-Free Service customers do have a controlling interest in this toll-free number(s). The Company's Toll-Free Service customers may retain the use of their toll-free number assignments, even following changes in their toll-free carrier and/or Responsible Organization.
  - 2.14.6 If a customer places an order for the Company to carry customer's already existing toll-free number service, the customer shall provide to the Company the contact names, telephone number and address of the customer's Responsible Organization (Resp Org). Upon subscription to the Company's Toll-Free Service, the customer may execute a Letter of Authorization to transfer Resp Org responsibility of its toll-free number(s) to the Company Resp Org. If the customer elects to retain a non-Company Resp Org, the customer must notify the Company of any changes in the customer's Resp Org, in writing, within forty-eight (48) hours of the change. The customer is responsible for all outstanding indebtedness for services provided by a previous Resp Org or toll-free service carrier. The Company assumes no responsibility or liability with respect to any obligations of the customer to such previous service providers existing at the time of transfer to WorldCom.
  - 2.14.7 It is the customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll-Free Service is connected to switching equipment or a customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the customer's switching equipment or communications system and ends upon termination of the call.

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- 2.14 <u>Specific Regulations for Toll-Free Services</u> (Continued)
  - 2.14.8 Subject to execution of a Responsible Organization (Resp Org) Service Agreement between the Company and the customer, the Company Resp Org will perform the function of Resp Org for all Company Toll-Free Service orders unless the customer requests another Resp Org. The Company Resp Org functions include: (a) search for and reservation of toll-free numbers in the SMS/toll-free; (b) creating and maintaining the toll-free number customer record in the SMS/toll-free; and (c) provision of a single point of contact for trouble reporting.
    - A. Where the Company serves as the Resp Org for a Company Toll-Free Service customer, the Company will, at the customer's request, subscribe to Toll-Free Directory Listing for the toll-free number(s) assigned to the customer. A charge for Toll-Free Directory Listings will apply as set forth in Section 4 of this tariff. In the event that a customer transfers its toll-free service to another Resp Org, the Company shall cease to subscribe to Toll-Free Directory Listing Service on behalf of the customer and the customer is responsible for assuring that Toll-Free Directory Listing Service is maintained through the new Resp Org. The customer is responsible for payment of any outstanding Toll-Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such services, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll-Free Directory Listing responsibility.
    - B. Where the Company serves as the Resp Org for a Company Toll-Free Service customer, it will, at the customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Company Toll-Free Service customer uses Vertical Features obtained by the Company from Local Exchange Company tariffs, a charge will apply. This charge may not be counted towards the attainment of any volume or revenue commitment and will not be discounted.

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# 2.14 <u>Specific Regulations for Toll-Free Services</u> (Continued)

#### 2.14.8 (Continued)

- C. In the event that a customer cancels its Company Toll-Free Service, the customer may elect to retain WorldCom as its Resp Org. Where the Company services as Resp Org for a non-Company Toll-Free Service customer, a charge for Resp Org service will apply as set forth in Section 4 of this tariff.
- D. In the event that a customer cancels its Company Resp Org or Toll-Free Service, the customer shall be responsible for all outstanding indebtedness to the company and any outstanding charges applicable to any services obtained by or on behalf of the customer by the Company.

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# 3.1 <u>Determination and Rendering of Charges</u>

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis.

### 3.1.1 Start of Billing

For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.

#### 3.1.2 Minimum Service Period

Subject to the Company's right to cancel or suspend services as otherwise provided in this tariff, the minimum service period for services is 30 days. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this tariff or other agreement of the Customer and the Company.

In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.

#### 3.1.3 Application of Charges

All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.

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# 3.1 <u>Determination and Rendering of Charges</u> (Continued)

#### 3.1.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days figure by thirty days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

For each call the minimum charge shall be the applicable charge for the initial billing increment described for each service in this tariff, with use in excess of the initial billing increment charged at the applicable rate per minute. If the final interval of a call is less than the applicable billing increment, the fractional billing increment will be rounded up to the next full increment for purposes of billing.

All per call charges or credits of fractional cents shall be rounded to the next full cent unless otherwise stated in Section 4 of this tariff.

#### 3.1.5 Calculation of Distance

The applicable usage rates for the billing of a distance sensitive call will depend on the distance in airline mileage between the originating and terminating points of the call. For the purpose of determining the airline mileage of a call, the Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate centers of the originating and terminating points of the call. For purposes of billing, the Company references "V" and "H" coordinates provided by Bell Communications Research.

Calls originated by dialing a local exchange number or a 950-type number using an authorization code, the originating point will be the rate center in which the shared access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

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# 3.1 Determination and Rendering of Charges (Continued)

#### 3.1.6 Rate Periods

The airline mileage of a call is calculated as follows:

Formula:

Rate periods apply, unless noted otherwise, as indicated below and are based on the time in which a call is established. In cases where a call begins in one rate period and continues into another, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

BUSINESS DAY: All calls that occur between 8 AM through, but not including, 5 PM Monday through Friday, except on Company-recognized holidays.

<u>EVENING</u>: All calls that occur between 5 PM through, but not including, 11 PM Sunday through Friday.

NIGHT: All calls that occur between 11 PM through, but not including, 8 AM seven days a week.

<u>WEEKEND</u>: All calls that occur between 8 AM through, but not including, 11 PM Saturday and from 8 AM to, but not including, 5 PM on Sunday.

<u>HOLIDAYS</u>: The Evening rate period will apply throughout the day on which the holiday is observed unless a lower rate would normally apply. (Refer to Section 1 for definition of Company-recognized holidays.)

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# 3.2 <u>Timing of Calls</u>

Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff.

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# 4.1 Message Toll Service (MTS)

MTS service is a measured use, full time service and is offered on a monthly basis, utilizing interexchange communications facilities shared among multiple users. The individual customer's basic monthly charges for the use of such intercity communications facilities are based upon the time of day, the total minutes the customer utilizes such facilities and the distance of each call. For each call under the MTS option, the minimum charge shall be the applicable charge for one minute of use with use in excess of one minute during a call charged at the applicable rate per minute with the fraction, if any, of the last minute of each call rounded up to the next higher whole minute, unless stated otherwise.

### 4.1.1 Dial USA Service

#### A. <u>Description</u>

Dial USA Service is a one-way direct dial service utilizing 1+ or dial-up access, making use of common shared access lines connecting the customer with Company facilities. In central offices where equal access is not available, customers may use MTS service by dialing a 7-digit access number.

#### B. Usage Charges

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

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# 4.1 <u>Message Toll Service (MTS)</u> (Continued)

# 4.1.1 <u>Dial USA Service</u> (Continued)

# B. <u>Usage Charges</u> (Continued)

# 1. Per Minute Rate Schedule

<u>Mileage</u>	<b>Business Day</b>	Evening	Night/Weekend
1-10	0.1400	0.0910	0.0560
11-16	0.1890	0.1230	0.0760
17-22	0.2270	0.1560	0.0960
23-30	0.2270	0.1790	0.1120
31-40	0.2840	0.2030	0.1260
41-55	0.2840	0.2130	0.1420
56-70	0.3020	0.2260	0.1540
71-85	0.3020	0.2260	0.1590
86-100	0.3210	0.2410	0.1690
101-124	0.3210	0.2410	0.1690
125-148	0.3410	0.2560	0.1790
149-196	0.3410	0.2560	0.1790
197-244	0.3790	0.2840	0.1980
245-292	0.3790	0.2840	0.1990
293-354	0.3980	0.2980	0.2060
355+	0.3980	0.2980	0.2090

# 2. <u>Billing Increments</u>

Usage is billed in one (1) minute increments.

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# 4.1 <u>Message Toll Service (MTS)</u> (Continued)

### 4.1.1 <u>Dial USA Service</u> (Continued)

### C. Volume Discount

A volume discount is applied to the total usage portion of the monthly statement from all time of day periods.

Day

Total Monthly Usage

Discount

\$100 & over

2%

# 4.1.2 Home Advantage Service

#### A. Description

Home Advantage Service offers outbound, direct dial long distance service for residential customers. Home Advantage is a flat-rated service offering Peak and Off-peak rates. Domestic, International and Calling Card Services are available with Home Advantage.

#### 1. Home Advantage Organizational Program

The Home Advantage program is a benefit package offered in conjunction with Home Advantage Service, which allows the individual users who are members or employees of the participating organizations to receive additional product discounts, if program parameters are met. Members who elect to participate in the Home Advantage Organizational Program will receive Home Advantage products and the WorldCom TalkAround Calling Card.

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- 4.1 Message Toll Service (MTS) (Continued)
  - 4.1.2 Home Advantage Service (Continued)
    - A. <u>Description</u> (Continued)
      - 1. Home Advantage Organizational Program (Continued)

To qualify for the Home Advantage Organizational Program an organization generally must be a: (1) Trade Association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) non-profit organization; or, (4) Corporations. The qualifying organization agrees to meet the following set of criteria:

- (a) Trade Associations must have 5,000 members or more and allow us to telemarket or direct mail their membership roster for promotional reasons.
- (b) Business with franchises, agents, distributors, or multiple representatives, Non-profit organizations and Corporations must have a minimum of 1,000 employees or members and allow us to direct mail their employees/members for promotional reasons.

Group members will receive a five percent (5%) discount off Home Advantage tariffed rates. Home Advantage rates are found in Section 4.1.2.B (below) and WorldCom TalkAround Calling Card rates are found in Section 4.3.4.B of this tariff.

2. Home Advantage Easy Plan

Home Advantage Easy Plan is a flat-rated service offering customers one simple rate for intrastate calls.

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- 4.1 Message Toll Service (MTS) (Continued)
  - 4.1.2 Home Advantage Service (Continued)
    - B. Usage Charges
      - 1. Home Advantage Service
        - (a) Rate Periods

The time of day rate periods for Home Advantage services will be Peak and Off-Peak. Peak rates apply to all calls that occur between 8AM and 5PM Monday through Friday, except on Company-recognized holidays. Off-Peak rates apply to all other calls.

(b) Per Minute Rate Schedule

Peak

Off-Peak

\$.2500

\$.1200

(c) Billing Increments

Home Advantage Service is billed in sixty (60) second increments.

(d) Monthly Recurring Charges (MRC)

MRC: 1/

\$3.50

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1/ The MRC will be waived for each month in which Home Advantage Peak, Off-Peak and international monthly usage exceeds \$9.00. Also, the MRC can be waived by Association groups and Alumni programs.

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- 4.1 <u>Message Toll Service (MTS)</u> (Continued)
  - 4.1.2 <u>Home Advantage Service</u> (Continued)
    - B. <u>Usage Charges</u> (Continued)
      - 1. Home Advantage Service (Continued)
        - (e) Per Minute Surcharge 1/

Surcharge:

\$0.02

(f) Home Advantage Calling Card Service

OnLine Residential Calling Card Rates will apply as filed in Section 4.3.3.B of this tariff.

- 2. Home Advantage Easy Plan
  - (a) Rate Periods

All calls are billed at the same rate regardless of which rate period the call is completed.

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The Per minute surcharge applies only when Home Advantage monthly usage meets or exceeds \$500.00.

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- 4.1 Message Toll Service (MTS) (Continued)
  - 4.1.2 Home Advantage Service (Continued)
    - B. <u>Usage Charges</u> (Continued)
      - 2. <u>Home Advantage Easy Plan</u> (Continued)
        - (b) Per Minute Rate 1/

\$0.1390

(c) <u>Billing Increments</u>

Home Advantage Easy Plan rates are billed in sixty (60) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent.

(d) Calling Card Service

The TalkAround Calling Card rates will apply as filed in Section 4.3.4.B of this tariff.

1/ There is no monthly recurring charge.

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# 4.1 Message Toll Service (MTS) (Continued)

#### 4.1.3 LEC Billed Measured Service

#### A. Description

An end user who utilizes the Company network through equal access dialing arrangements and does not have a billing account established with the Company will be billed through the Local Exchange Carrier (LEC) at Dial USA rates. Volume discounts will not apply to usage billed by the LEC.

LEC Billed Measured Service calling includes calls made by customers without an established account dialed:

- Using an accepted company access code (e.g., 10XXX) from a line not pre-subscribed to the company; or
- From a line pre-subscribed to the company (i.e., when the customer does not have an established account and billing relationship with the Company or another carrier using the Company network).

Such LEC Billed Measured Service calls may be routed to the Company when placed within the 48 contiguous United States.

# B. <u>Usage Charges</u>

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Billed Measured Service calls will be billed by the LEC at the Company's Dial USA rates set forth in Section 4.1.1 preceding. In addition to per minute rates, a per call surcharge of \$0.80 will apply to each call.

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### 4.2 Toll-Free Service

The Company's Toll-Free Service is an inbound service originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a Regular Business Line or a Special Access Line (SAL). This service enables the customer to receive toll-free service calls at their residence or place of business.

#### 4.2.1 Toll-Free Service Options

#### A. Homebound 800 Service

#### 1. Description

This product will enable customers to receive toll-free service calls at their residence. The residential customer will be assigned a toll-free telephone number to receive calls that are paid for by the customer rather than the calling party.

#### 2. <u>Usage Charges</u>

Usage Charges are determined by the time of day, rate periods and minutes of use within each rate period.

# (a) Rate Periods

The time of day rate periods for Homebound 800 services will be Peak and Off-Peak. Peak rates apply to all calls that occur between 8AM and 5PM Monday through Friday, except on Company-recognized holidays. Off-Peak rates apply to all other calls.

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- 4.2 <u>Toll-Free Service</u> (Continued)
  - 4.2.1 Toll-Free Service Options (Continued)
    - A. Homebound 800 Service (Continued)
      - 2. <u>Usage Charges</u> (Continued)
        - (b) Per Minute of Use Charges

 Peak
 Off-Peak

 \$0.2000
 \$0.2000

(c) <u>Billing Increments</u>

Usage is billed in one (1) minute increments.

3. Monthly Recurring Charges:

Monthly Service Fee: 1/ \$2.50

e exceeds \$10.00. Also, the

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<sup>1/</sup> The monthly service fee will be waived for each month in which usage exceeds \$10.00. Also, the monthly service fee can be waived by Association groups and Alumni programs.

# 4.2 <u>Toll-Free Service</u> (Continued)

#### 4.2.2 <u>Toll-Free Service Features</u>

The Company's Toll-Free service customers may subscribe to one or more of the following features with a specific Company Toll-Free service.

# A. After-Hours Toll-Free Message Referral

This feature enables the Toll-Free service customer to route toll-free calls to the Company Message Center after-hours for either an announcement only, announcement and message recording capability, or both with Message Centre outdial notification.

#### 1. Option A (Message Announcement only)

This option enables the toll-free service customer to play prerecorded voice information referring callers to other numbers, explaining service conditions, or other general information that a customer desires to provide to callers.

## 2. Option B (Announcement with Message Recording)

This option enables the toll-free service customer to play customized voice announcements and if the caller desires, leave a message. The customer may call the Company Message Centre to retrieve messages.

# 3. Option C (Announcement, Message Capability and Message Notification)

This option consists of both message announcement and message recording, plus the ability for the Message Center to outdial and notify the toll-free customer of messages.

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# 4.2 <u>Toll-Free Service</u> (Continued)

# 4.2.2 <u>Toll-Free Service Features</u> (Continued)

#### B. Area Code Routing

This feature allows the toll-free service customer to route calls to multiple answering locations using one toll-free number. The customer can define two or more originating routing groups and to arrange that calls to a single toll-free service number placed from different routing groups will terminate at different locations.

# C. Area Code Blocking

This feature allows the toll-free service customer to block originating calls from one or more specific area codes. Customers can tailor their toll-free service to their geographic service area and block unwanted calls from out of their area.

# D. <u>Dialed Number Identification Service (DNIS)</u>

This feature allows a customer with multiple toll-free service numbers terminating in the same location to identify the specific toll-free service number which was dialed by the calling party and to route the call to the appropriate location. DNIS is only available with dedicated toll-free service.

#### E. Time of Day Routing

This feature allows the toll-free service customer to arrange for calls to a single toll-free service number to be routed to different locations based on the time of day.

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# 4.2 <u>Toll-Free Service</u> (Continued)

#### 4.2.2 Toll-Free Service Features (Continued)

#### F. Day of Week Routing

This feature allows the toll-free service customer to arrange for calls to a single toll-free service number to be routed to different locations based on the particular day of the week.

# G. Command Routing

This feature allows the toll-free service customer to have toll-free calls rerouted by the Company's network in the event of Access blockage to an ANI or T1 circuit ID previously defined by the customer.

### H. <u>Emergency Re-routing</u>

This feature allows the toll-free service customer to re-route calls to accommodate emergency situations. To activate this service, the customer would call a special 24-hour number.

#### I. Real Time ANI

Real Time Automatic Number Identification (ANI) Service provides the ANI for the calling party to the customer if the call originates from an equal access end office. If the call originates from a non-equal access end office, only the NPA will be delivered to the toll-free customer. The Company will provide Real Time ANI on a toll-free number and a service group basis. Real Time ANI is available with or without DNIS and is available only with dedicated toll-free service.

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# 4.2 <u>Toll-Free Service</u> (Continued)

# 4.2.2 <u>Toll-Free Service Features</u> (Continued)

#### J. <u>Dedicated Termination Overflow</u>

This features enables the toll-free service customer to control potential congestion of toll-free calls by sending the overflow calls from one dedicated line to a switched line, allowing for maximum completion of incoming toll-free calls.

### K. Percent Allocation

This feature allows the customer to route various percentage of calls to two or more answering locations. The customer must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The customer must have at least two different locations for this routing feature to be available.

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# 4.2 <u>Toll-Free Service</u> (Continued)

## 4.2.3 Toll-Free Service Feature Charges

Feature Charges are determined by the specific feature requested by a Company toll-free Customer. These charges are in addition to toll-free usage charges and are not subject to discounting unless specifically indicated.

<u>Feature</u>		Non Recurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Toll Free Number Charge (per toll-free number)		\$ 15.00	\$ 10.00
Reservation Charge (per toll-free number/max. 10 numbers per Cust	omer)	\$ 35.00	N/C
After Hours Voice Messaging: (per toll-free number)			• • • • •
Option A - Announcement Only Option B - Announcement w/Message		\$ 25.00 \$ 25.00	\$ 30.00 \$ 40.00
Option C - Announcement w/Messa and Outdial	age	\$ 25.00	\$ 50.00
Real-Time ANI Delivery (per trunk o	grp)	\$350.00	\$200.00
Dedicated Termination Overflow (per toll-free number)		\$100.00	\$ 50.00
Point of Call Routing (per toll-free number)	Un STORMAN	\$100.00	\$ 50.00
Time-of-Day Routing (per toll-free number)	SEP 13 1999	\$100.00	\$ 50.00
PUN	is 8 (1 - 18) (1 - 18) (8) (8) (8) (8) (8) (8) (8) (8) (8) (	11,	
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# 4.2 <u>Toll-Free Service</u> (Continued)

# 4.2.2 <u>Toll-Free Service Features</u> (Continued)

<u>Feature</u>	Non Recurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Command Routing (per toll-free number)	\$100.00	\$ 50.00
Percent Allocation Routing (per toll-free number)	\$100.00	\$ 50.00
Dialed Number Identification Service (DNIS) (per toll-free number)	\$100.00	\$ 50.00
Day-of-Week Routing (per toll-free number)	\$100.00	\$ 50.00
Change toll-free Destination Number (via service order)	\$ 15.00	N/C
Expedite toll-free Service Order per order)	\$100.00	N/C

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# 4.2 <u>Toll-Free Service</u> (Continued)

# 4.2.2 <u>Toll-Free Service Features</u> (Continued)

<u>Feature</u>	Non Recurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Add/Change Area of Service Screening	\$ 25.00	N/C
Add/Change Canadian toll-free Origination	\$ 25.00	N/C
Add/Change Caribbean (Puerto Rico and U.S. Virgin Islands)	\$ 25.00	N/C
Toll-Free Referral Recordings	\$ 25.00	\$ 30.00
Toll-Free Directory Assistance (per toll-free number)	\$ 15.00	\$ 13.75
Toll-Free System Watch Multi-Carrier Package	\$250.00	\$ 50.00
Customer Reconfiguration	\$100.00	\$ 50.00

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# 4.2 <u>Toll-Free Service</u> (Continued)

#### 4.2.4 Resp Org Charges

Where the Company serves as a Resp Org for a non-Company Toll-Free Service Customer, the Company will pass on the tariffed Local Exchange Carrier Charges for SMS Toll-Free Database and related services. In addition, the following Company charges will apply:

<u>Service</u>	Non- Recurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Set Up Toll-Free Number (per toll-free number)	\$ 50.00	\$ 1.00
Modify Toll-Free Record (Add/change Toll-Free Number, Vertical or Enhanced Features)	\$ 35.00	N/C

## 4.2.5 Takeback and Transfer (TBX)

Takeback and Transfer is a toll-free service which allows Call Centers to transfer a toll-free call in progress to another remote site using pre-defined keypad commands and transfer digits. The service will be billed at the usage rates for Intelenet Service as filed in Section 4.4.3 and the following additional charges will apply.

#### Service

One Time Installation Charge:	\$500.00
Monthly Recurring Charge (per 8XX No.):	\$ 80.00
Change Charge:	\$100.00
Per Call Surcharge:	\$ 0.04

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## 4.3 Complementary Services

#### 4.3.1 Directory Assistance Service

## A. <u>Description</u>

Directory Assistance is provided to assist customers in obtaining telephone numbers. The charge is based on the number of calls processed during the billing period and applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two informational requests may be made on each Directory Assistance call.

A credit for a Directory Assistance call will be provided if the customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

## B. <u>Usage Charge</u>

Tidlo I of Odi	Rate	Per	Call
----------------	------	-----	------

Business Account:

\$1.40

Residential Account:

\$0.65

#### 4.3.2 Operator Services

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#### A. Description

Operator Services will be offered to the Company subscribers served from equal access offices, and to users accessing the Company's services through public payphones or customer provided stations. Charges for Operator Services may be billed to a customer's commercial credit card account or local exchange company (LEC) calling card account, or to the calling station, called station or a designated third party station. Charges may not be billed to public payphones or customer-provided stations, or to stations outside the United States.

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.2 Operator Services (Continued)
    - A. <u>Description</u> (Continued)
      - 1. <u>Classes of Services</u>

Operator Service charges will be added to the following types of calls:

- (a) <u>Customer Dialed Calling Card</u> Calls completed through an automated interface and billed to a telephone company calling card account entered by the calling party, without the intervention of a live or automated operator.
- (b) Operator Station Calls completed with the assistance of a live or automated operator on a station-to-station basis. Charges may be billed to the customer's commercial credit card or LEC calling card account, or to the calling station, called station or a designated third party station. Collect calls will be billed if the called party accepts the call.
- (c) Person-to-Person Calls completed with the assistance of a live or automated operator to a particular person, station, department or PBX extension specified by the calling party. Charges may be billed to the customer's commercial credit card or LEC calling card account, or to the calling station, called station or a designated third party station. Charges will be incurred only if the designated called party accepts the call.

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- 4.3 Complementary Services (Continued)
  - 4.3.2 Operator Services (Continued)
    - B. Regulations Applicable to Inmate Collect Only Service

**Note:** To the extent that Inmate Collect Service is provided using public access or inmate service access lines, the Carrier's service is subject to the Commission's regulations promulgated in Administrative Case No. 337.

- Telephones and associated equipment will be provided at the option of the Company for the exclusive use of the inmates served within the confines of a penal, correctional, or mental institution or job corp center where potential usage by inmates or residents warrants establishing the service.
- 2. Subject to other applicable provisions of this Tariff, inmate collect only service:
  - (a) Will be arranged for outward calling only;
  - (b) At the request of the facility, may be arranged to terminate calls after a certain amount of conversation time. The Company will not provide credit or equivalent service to the called or calling parties for such calls;
  - (c) Shall be arranged to block Directory Assistance calls;
  - (d) Shall arrange to allow only "0+" collect calls for local and long distance calls and to block all other calling including, but not limited to, local direct, credit card, third number, "1+" sent-paid, "0+" sent-paid, all "0-", 700, 800, 888, 900, 976, 950, 911, and 10XXX;

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- 4.3 Complementary Services (Continued)
  - 4.3.2 Operator Services (Continued)
    - B. Regulations Applicable to Inmate Collect Only Service (Continued)
      - 2. (Continued)
        - (e) At the request of the facility, may be arranged to limit individual inmate calls to approved telephone numbers;
        - (f) At the request of facility, call detail information, such as date and time of call, duration of calls, and called and calling telephone numbers, may be furnished to the facility where prison authorities stipulate such information appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of any federal, state or local laws, regulations or orders;
        - (g) May be arranged to limit the number of calls or call attempts to any single telephone number.
      - 3. At the request of the facility, the Carrier may provide inmates with the capability to make local calls to public defender telephone numbers at no charge.
      - 4. At the request of the facility and where necessary to preserve the security and orderly management of the institution and to protect the public, monitoring equipment may be provided on the coinless telephones on the premises of the state and federal prisons subject to the following conditions:

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- 4.3 Complementary Services (Continued)
  - Operator Services (Continued) 4.3.2
    - B. Regulations Applicable to Inmate Collect Only Service (Continued)
      - (Continued)
        - The equipment is to be used exclusively for the purpose of (a) monitoring outgoing, operator-handled collect telephone calls made by inmates; and
        - (b) The monitoring shall comply with all applicable federal and state privacy, electronic surveillance. concerning eavesdropping.
      - 5. The Carrier's name will be announced at least once during each call. The Carrier will furnish posting materials for the use of the facility.
      - 6. Call Blocking Procedures

Without prior notice to the customer, the Company may block traffic to or from certain cities, city codes, NXX exchanges, individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its service or to prevent the use of its services in a manner that the Company determines to be in violation of this tariff or when the customer's call volume or calling pattern results, or may result, in the blockage of the Company's network or in the degradation of the Company's service. The Company will make multiple attempts to contact the customer by telephone to verify the charged calls and initiate one of the following resolutions:

customer verifies calls and has good payment history, no action is taken;

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

BY: Stephan Bul SECRETARY OF THE COMMISSION

- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.2 Operator Services (Continued)
    - B. Regulations Applicable to Inmate Collect Only Service (Continued)
      - 6. <u>Call Blocking Procedures</u> (Continued)
        - Company is unable to contact a customer with "neutral" payment
          history, defined as a customer with tenured local phone service and
          no previously established unusual calling patterns, an overnight letter
          with a Company 800 number is sent notifying the customer that a
          block will be placed in 72 hours unless customer calls and verifies the
          usage. No service interruption occurs if customer calls within 72
          hours to verify the usage. No accelerated payment of services used
          to date or deposit is required;
        - customer verifies calls but has a poor or non-existent payment history, Company requests payment in the amount of service used to date and a block is placed until the Company receives such payment direct from the customer or is notified of payment by the LEC;
        - unable to contact a customer with a poor or non-existent payment history, a block is placed on the account and a US Mail letter sent providing notification of the block with a Company 800 number. In addition, a recorded message is used to notify the billed party of the block and provides an 800 number for resolution.

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## SECTION 4 - SERVICE DESCRIPTION AND CHARGES

- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.2 Operator Services (Continued)
    - B. Regulations Applicable to Inmate Collect Only Service (Continued)
      - 6. <u>Call Blocking Procedures</u> (Continued)

The Company will unblock service as soon as it can without undue risk, and will, upon request by the customer affected and when necessary, assign a new authorization code to replace the one that was deactivated. At the request of private payphone owners, the Company will arrange to have direct dial (i.e., completed without the assistance of an operator) calls blocked from the payphone to all international locations (except Canada), Puerto Rico, and the U.S. Virgin Islands. In order to control fraud, the Company may refuse to accept Calling Card, Collect Calling and/or Third Number calls which it determines to be invalid and/or may limit the use of these billing options to or from certain areas, including all or part of the United States, Puerto Rico or the U.S. Virgin Islands.

# C. Charges

Operator Service charges include per minute rates and per call charges.

1. Plan A - Operator-Assisted Long Distance

The rates and service charges set forth below apply to "0+", "0-" and "00-" calls, including calls dialed using 10XXX or other access numbers, routed to a Company operator or to an automated operator or calling card interface from the premises of:

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residential and business subscribers; or

 local exchange carrier customers not presubscribed to the Carrier.

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.2 Operator Services (Continued)
    - C. Charges (Continued)
      - (a) Per Minute Rate Schedule 1/

	Busir	ness Day	<u>Eve</u>	ning	Night/M	/eekend
<u>Mileage</u>	1st Min	Addl Min	1st Min	Addl Min	1st Min	Addl Min
1- 10	0.2200	0.1800	0.1694	0.1284	0.1342	0.1050
11- 16	0.2200	0.1800	0.1694	0.1284	0.1342	0.1050
17- 22	0.2200	0.1900	0.1694	0.1463	0.1342	0.1159
23- 30	0.2200	0.1900	0.1694	0.1463	0.1342	0.1159
31- 55	0.2500	0.2500	0.1925	0.1925	0.1525	0.1525
56-85	0.2900	0.2900	0.2233	0.2233	0.1768	0.1768 -
86-124	0.2900	0.2900	0.2233	0.2233	0.1768	0.1768
125-196	0.2900	0.2900	0.2233	0.2233	0.1768	0.1768
197-292	0.3400	0.3400	0.2618	0.2618	0.2000	0.2000
293 +	0.3400	0.3400	0.2618	0.2618	0.2000	0.2000

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 $\underline{1}$ / Usage is billed in one (1) minute increments.

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.2 Operator Services (Continued)
    - 'C. <u>Charges</u> (Continued)
      - 1. Plan A Operator-Assisted Long Distance (Continued)
        - (b) Per Call Charges

The following per call service charges apply as defined in Section 4.3.2.A (preceding) and are in addition to the per minute rates (above).

	Per Call Charge
Customer Dialed Calling Card Station:	-
Customer Dialed/Automated	\$0.80
Operator Dialed:	
Station-to-Station	\$2.15
Billed to Third Party	\$2.25
Person-to-Person:	\$4.50
Operator Dialed Surcharge:1/	\$1000 PM

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1/ A surcharge applies to Operator Station calls in which the customer has the capacity to dial the number, but has the operator dial instead.

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- 4.3 Complementary Services (Continued)
  - 4.3.2 Operator Services (Continued)
    - C. <u>Charges</u> (Continued)
      - 2. Plan B Inmate Collect Only Service

Long Distance interLATA collect calls will be rated using the rates contained in Section 4.3.2.C.1 (a). Long distance intraLATA collect calls from WorldCom's public (inmate) access lines will be rated using the rates contained in Section 4.3.2.C.2 (a) below.

Local station-to-station collect calls will be rated at \$2.25 plus \$0.25 for the first minute and \$0.25 for each additional five-minute increment or any portion thereof.

Local person-to-person calls will be rated at \$4.90 plus \$0.25 for the first minute and \$0.25 for each additional five-minute increment or any portion thereof.

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.2 Operator Services (Continued)
    - C. Charges
      - 2. Plan B Inmate Collect Only Service (Continued)
        - (a) Inmate Collect Only IntraLATA Per Minute Rate Schedule 1/

	<u>Busir</u>	ness Day	<u>Eve</u>	<u>ning</u>	Night/W	leekend
<u>Mileage</u>	1st Min	Addl Min	1st Min	Addl Min	1st Min	Addl Min
1- 10	0.1775	0.1400	0.1154	0.0910	0.0710	0.0560
11- 16	0.1875	0.1875	0.1219	0.1219	0.0750	0.0750
17- 22	0.1875	0.1875	0.1219	0.1219	0.0750	0.0750
23- 30	0.1975	0.1975	0.1284	0.1284	0.0790	0.0790 -
31-40	0.1975	0.1975	0.1284	0.1284	0.0790	0.0790
41-55	0.1975	0.1975	0.1284	0.1284	0.0790	0.0790
56-70	0.2155	0.2155	0.1401	0.1284	0.0862	0.0790
71-85	0.2155	0.2155	0.1401	0.1401	0.0862	0.0862
86-100	0.2155	0.2155	0.1401	0.1401	0.0862	0.0862
101-124	0.2155	0.2155	0.1401	0.1401	0.0862	0.0862
125-148	0.2155	0.2155	0.1401	0.1401	0.0862	0.0862
149 +	0.2155	0.2155	0.1401	0.1401	0.0862	0.0862

(b)	Per	Call	Cha	raes
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Operator Dialed:

Station-to-Station Person-to-Person

Per Call Charge

\$1.50 \$3.00

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1/ Usage is billed in one (1) minute increments.

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## 4.3 Complementary Services (Continued)

#### 4.3.3 OnLine Calling Card Service

### A. <u>Description</u>

OnLine calling card service is available to residential and commercial customers subscribing to another Company service. Customers may also subscribe to OnLine as a stand alone service. Customers may place domestic and international long distance calls using this service. Enhanced services such as voice mailbox and message delivery are available as an option of this service.

OnLine access can be from either a tone generating or rotary dial telephone and is gained by dialing the Company toll-free access number. Calls originating from rotary phones will be completed with the assistance of operators. Per minute usage rates apply. A retroactive volume discount is applied to the total usage portion of the monthly statement from all time of day periods.

The time of day rate periods for OnLine Service will be Peak and Off-Peak. Peak rates apply to all calls that occur between 8AM and 5PM Monday through Friday, except on Company recognized holidays. Off-Peak rates apply to all other calls.

#### B. OnLine Calling Card Rate Schedules

#### 1. Residential OnLine Rate Schedule

This calling card schedule applies to all customers who subscribe to one of Company's residential long distance services.

## (a) Per Minute Rates (\$)

Time of Day	Rate Per Minu		
Peak Off-Peak	\$0.30 \$0.30	SEP	1.5 1029
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		UV:	

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- 4.3 Complementary Services (Continued)
  - 4.3.3 OnLine Calling Card Service (Continued)
    - B. <u>OnLine Calling Card Rate Schedules</u> (Continued)
      - 1. Residential OnLine Rate Schedule (Continued)
        - (b) Billing Increments

All residential calls will be billed in sixty (60) second increments.

2. Commercial OnLine Rate Schedule

This calling card schedule applies to all customers who subscribe to one of Company's commercial long distance services.

#### (a) Per Minute Rates (\$)

Time of Day	Rate Per Minute
Peak	\$0.3357
Off-Peak	\$0.3357

(b) Billing Increments

All commercial calls will be billed in sixty (60) second initial increments and additional increments of six (6) seconds.

# (c) Commercial Volume Discount

Percent Discount	
8.70% 13.04% 21.74%	SEP 13 1999  PUNSS 1911 - 11 1911 ES11,
	8.70% 13.04%

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- 4.3 Complementary Services (Continued)
  - 4.3.3 OnLine Calling Card Service (Continued)
    - B. OnLine Calling Card Rate Schedules (Continued)
      - 2. <u>Commercial OnLine Rate Schedule</u> (Continued)
        - (d) Per Call Surcharge

A per call surcharge of \$0.65 will apply to each call.

3. Stand Alone OnLine Rate Schedule

This calling card schedule applies to commercial customers that do not have any other services with the Company.

(a) Per Minute Rates (\$)

Time of Day	Rate Per Minute
Peak	0.30
Off-Peak	0.30

# (b) <u>Billing Increments</u>

All Stand Alone calls will be billed in sixty (60) second initial increments and additional increments of six (6) seconds.

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.3 OnLine Calling Card Service (Continued)
    - B. OnLine Calling Card Rate Schedules (Continued)
      - 3. <u>Stand Alone OnLine Rate Schedule</u> (Continued)
        - (c) Stand Alone Volume Discount

Usage Level	Percent Discount	
\$25.00- \$249.99 \$250.00-\$2499.99 \$2500.00 +	8.70% 13.04% 21.74%	

(d) Per Call Surcharge

A per call surcharge of \$0.65 will apply to each call.

- 4. Operator Assisted OnLine Rate Schedule
  - (a) <u>Direct Dial Operator Must Assist</u>

The following surcharge is in addition to the per minute rates found in 1., 2. and 3. (above) and will apply to calls which default to a live operator.

Per Call Surcharge

\$0.65

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.3 OnLine Calling Card Service (Continued)
    - B. <u>OnLine Calling Card Rate Schedules</u> (Continued)
      - 4. Operator Assisted OnLine Rate Schedule (Continued)
        - (b) Direct Dial Operator Assist

If a customer chooses to access an Operator to place a call, the call will be billed at Dial USA rates as specified in Section 4.1.1 and the following surcharges will also apply.

Per Call Surcharges

	Per Call Charge
Station-to-Station	1.50
Person-to-Person	3.00

- 5. SCHEDULE C OnLine Rate Schedule
  - (a) Per Minute Rates (\$)

	Time of Day		
<u>Usage Level</u>	<u>Peak</u>	Off-Peak	
\$ 2,500-\$10,000.99	0.180	0.130	
\$10,001-\$25,000.99	0.170	0.130	
\$25,001 +	0.165	FULLO 0.130	

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.3 OnLine Calling Card Service (Continued)
    - B. <u>OnLine Calling Card Rate Schedules</u> (Continued)
      - 5. <u>SCHEDULE C OnLine Rate Schedule</u> (Continued)
        - (b) <u>Billing Increments</u>

All SCHEDULE C calls will be billed in eighteen (18) second initial increments and additional increments of six (6) seconds.

(c) Minimum Usage Per Month

There is a minimum usage per account of \$2,500 per month. New accounts will be given a 90-day ramp up period to reach this usage minimum.

(d) Per Call Surcharge

The following surcharge is in addition to the per minute rates found above and will apply to all SCHEDULE C OnLine calls.

Per Call Surcharge

\$0.65

(e) SCHEDULE C OnLine Service is not available as a resale product.

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## 4.3 <u>Complementary Services</u> (Continued)

## 4.3.4 WorldCom Calling Card Service

#### A. <u>Description</u>

WorldCom Calling Card service is available to residential and commercial Company customers. Customers may place domestic and international long distance calls using this service. Calling card access can be from either a tone generating or rotary-dial telephone and is gained by dialing the Company's toll-free access number, and/or 10XXX, 950-XXXX depending on availability.

#### B. Rate Schedules

- 1. WorldCom Calling Card
  - (a) <u>Direct Dial Rate Schedule</u>
    - (1) Per Minute Rate Schedule applying to all Time Periods

Per Minute Rate:

\$.3357

(2) <u>Billing Increments</u>

Calls are billed in sixty (60) second initial increments and additional increments of six (6) seconds.

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- 4.3 Complementary Services (Continued)
  - WorldCom Calling Card Service (Continued) 4.3.4
    - Rate Schedules (Continued) Έ.
      - 1. WorldCom Calling Card (Continued)
        - <u>Direct Dial Rate Schedule</u> (Continued) (a)
          - Per Call Surcharge (3)
            - For direct dial calls, a per call surcharge will (i) apply in addition to the per minute rate found in (1) above.

Per Call Surcharge: \$0.40

The following per call surcharge is in addition to (ii) the per minute rate found in (1) above and will apply to calls which default to a live operator only.

Per call Surcharge:

\$0.65

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.4 WorldCom Calling Card Service (Continued)
    - B. <u>Rate Schedules (Continued)</u>
      - 1. <u>WorldCom Calling Card (Continued)</u>
        - (b) Operator Assisted Rate Schedule

This calling card schedule applies to all customers who place a call with the assistance of an operator.

(1) Per Minute Rate Schedule applying to all Time Periods:

Per Minute Rate:

\$.5000

(2) <u>Billing Increments</u>

WorldCom Calling Card calls placed with the assistance of an operator will be billed in sixty (60) second initial increments and additional increments of sixty (60) seconds.

(3) Per Call Surcharge

The following surcharge will apply in addition to the per minute rate found in (1) above.

Station-to-Station Person-to-Person	\$1.50 \$3.00
1 Cladit to 1 Cladit	ψ0.00

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- 4.3 Complementary Services (Continued)
  - 4.3.4 WorldCom Calling Card Service (Continued)
    - B. Rate Schedules (Continued)
      - 2. TalkAround Calling Card

This calling card schedule applies to all customers who subscribe to one of the Company's residential long distance services.

- (a) Direct Dial Rate Schedule
  - (1) Per Minute Rate (applies to all Time Periods): \$0.3000
  - (2) Billing Increments

Calls are billed in sixty (60) second initial increments and additional increments of sixty (60) seconds.

- (3) Per Call Surcharge
  - (i) There is no Per Call Surcharge for direct dialed calls.
  - (ii) The following Per Call Surcharge is in addition to the per minute rate found in (1) above and will apply to calls which default to a live operator only.

Per Call Surcharge: \$0.5000

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.4 WorldCom Calling Card Service (Continued)
    - B. <u>Rate Schedules (Continued)</u>
      - 2. TalkAround Calling Card (Continued)
        - (b) Operator Assisted Rate Schedule

This calling card schedule applies to all customers who place a call with the assistance of an operator.

# (1) Per Minute Rate Schedule

<u>Busir</u>	ness Day	<u>Eve</u>	<u>ning</u>	Night/M	<u>leekend</u>
1st Min	Addl Min	1st Min	Addl Min	1st Min	Addl Min
0400	4071	1701	1400	1104	0005
					.0935
.2488	.1871	.1791	.1403	.1194	.0935
.2488	.1871	.1791	.1403	.1393	.0935
.2488	.1871	.1791	.1403	.1393	.0935
.2985	.2368	.2189	.1771	.1393	.0935
.3881	.2955	.2886	.2219	.2219	.1483
.4677	.3154	.3483	.2368	.2368	.1572
.5373	.3353	.3980	.2507	.2507	.1672
.5771	.3542	.4279	.2657	.2657	.1771
.6169	.3940	.4577	.2955	.2955	.1970
.6468	.4139	.4776	.3104	.3104	.2070
	.2488 .2488 .2488 .2488 .2985 .3881 .4677 .5373 .5771	.2488 .1871 .2488 .1871 .2488 .1871 .2488 .1871 .2985 .2368 .3881 .2955 .4677 .3154 .5373 .3353 .5771 .3542 .6169 .3940	1st Min         Addl Min         1st Min           .2488         .1871         .1791           .2488         .1871         .1791           .2488         .1871         .1791           .2488         .1871         .1791           .2985         .2368         .2189           .3881         .2955         .2886           .4677         .3154         .3483           .5373         .3353         .3980           .5771         .3542         .4279           .6169         .3940         .4577	1st Min         Addl Min         1st Min         Addl Min           .2488         .1871         .1791         .1403           .2488         .1871         .1791         .1403           .2488         .1871         .1791         .1403           .2488         .1871         .1791         .1403           .2985         .2368         .2189         .1771           .3881         .2955         .2886         .2219           .4677         .3154         .3483         .2368           .5373         .3353         .3980         .2507           .5771         .3542         .4279         .2657           .6169         .3940         .4577         .2955	1st Min         Addl Min         1st Min         Addl Min         1st Min           .2488         .1871         .1791         .1403         .1194           .2488         .1871         .1791         .1403         .1393           .2488         .1871         .1791         .1403         .1393           .2488         .1871         .1791         .1403         .1393           .2985         .2368         .2189         .1771         .1393           .3881         .2955         .2886         .2219         .2219           .4677         .3154         .3483         .2368         .2368           .5373         .3353         .3980         .2507         .2507           .5771         .3542         .4279         .2657         .2657           .6169         .3940         .4577         .2955         .2955

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- 4.3 Complementary Services (Continued)
  - 4.3.4 WorldCom Calling Card Service (Continued)
    - B. Rate Schedules (Continued)
      - 2. <u>TalkAround Calling Card</u> (Continued)
        - (b) Operator Assisted Rate Schedule (Cont.)
          - (2) <u>Billing Increments</u> WorldCom TalkAround Calling Card calls placed with the assistance of an operator will be billed in sixty (60) second initial increments and additional increments of sixty (60) seconds.
          - (3) Per Call Surcharge The following surcharge will apply in addition to the per minute rate found in (1) above.

Per Call Surcharge:

Station-to-Station

\$1.50

Person-to-Person

\$3.00

# 3. TalkAround Calling Card Association

The TalkAround Calling Card Association program is a benefit package offered in conjunction with basic residential TalkAround Calling Card in Section 1 and 2 above, which allows the individual users who are members or employees of the participating organization to receive additional product discounts. Members who elect to participate in the TalkAround Association program will receive a discounted flat rate for the service.

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.4 WorldCom Calling Card Service (Continued)
    - B. <u>Rate Schedules</u> (Continued)
      - 3. <u>TalkAround Calling Card Association (Continued)</u>

To qualify for this rate an organization generally must be a: (1) Trade Association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors or multiple representatives; (3) Non-profit organization, or (4) Buying group not organized merely to buy the Company's long distance for resale.

The qualifying organization must meet the following criteria to receive the special discounted rate:

- (a) <u>Associations</u> Must have 5,000 or more professional members (e.g., Certified Public Accountants, American Medical Associations, State Bar Associations) and allow us to telemarket or direct mail their membership roster for promotional reasons.
- (b) <u>Colleges/Universities</u> Must have 5,000 or more members and allow us to telemarket or direct mail their membership roster for promotional reasons.
- (c) <u>Companies</u> Must have a minimum of 1,000 employees and allow us to telemarket or direct mail their employees for promotional reasons.

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- 4.3 Complementary Services (Continued)
  - 4.3.4 WorldCom Calling Card Service (Continued)
    - B. <u>Rate Schedules</u> (Continued)
      - 3. <u>TalkAround Calling Card Association (Continued)</u>
        - (1) <u>Direct Dialed Rate for all Time Periods</u>

(i) Per Minute Rate:

\$0.2000

(ii) Billing Increments

Calls are billed in sixty (60) second initial increments and additional increments of sixty (60) seconds.

(iii) Per Call Surcharge

There is no per call surcharge for Association direct dialed calls.

All other services for the TalkAround Calling Card Association will be the same services and rates as filed for the basic residential TalkAround Calling Card in Section (1.) and (2.) above.

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## 4.3 <u>Complementary Services</u> (Continued)

### 4.3.5 PhonePass Card Service

#### A. Description

PhonePass Service is a switched service that enables the end-user to place calls charged to prepaid phone cards issued by the Company. The end-user accesses the network by dialing the appropriate Company toll-free number printed on the back of the card. Each toll-free number accesses a custom greeting designated by the customer. Language menu selection is available if requested by the customer.

The PhonePass Card is available in five (5) or more unit denominations at a flat rate per unit. Cards and/or Codes are issued with an expiration date of six (6), twelve (12) or eighteen (18) months from the date of the code or six (6) or twelve (12) months from first usage. First use is anytime the toll-free number and code are entered by the code holder. A terminating number is not necessary in starting the time period for reactivation on first use. The number of available Company PhonePass Cards is subject to technical limitations.

The Company is not liable or responsible for theft, loss or unauthorized use of cards or card numbers. The Company will not refund or issue credit on unused units of the PhonePass Card. The customer(s) of PhonePass Service is solely responsible for the payment of all applicable federal, state or local use, excise, sales or privilege taxes, duties or any similar fees that may be assessed by any governmental body or regulatory authority in connection with the service.

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.5 PhonePass Card Service (Continued)
    - A. <u>Description</u> (Continued)
      - 1. Availability

PhonePass Service is available twenty-four (24) hours a day, seven (7) days a week. Card availability is limited and shall be handled on a first come, first served basis. PhonePass Service can be accessed through touchtone telephones only. 900 calls cannot be made on the PhonePass Card. PhonePass Service may be made available from time to time with certain promotional offerings.

Card Depletion/Renewal or Expiration

Each time the card is used, the end-user hears a message stating the amount of minutes remaining on the card. Sixty (60) seconds prior to the card being depleted, the user hears a warning announcing the time remaining on the card.

- 3. Description of Terms applying to PhonePass Service
  - (a) <u>Unit</u> A unit is equal to one (1) minute of domestic long distance time. The U.S. includes all fifty (50) contiguous states. Additional units per minute are charged for all other destinations.
  - (b) Retailer Wholesale product customer.
  - (c) End User Wholesale customer's customer.

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.5 <u>PhonePass Card Service</u> (Continued)
    - B. <u>Usage Charges</u>
      - 1. Option A Generic Wholesale Cards

The customer may obtain Generic PhonePass Cards as a one-time purchase with full payment due upon delivery or with a one (1) or two (2) year commitment with payment due prior to delivery of each order. Upon acceptance by Company, the Term Commitment discount will be applied to each partial order of PhonePass Cards and/or Codes. Installment (Partial Order) payments must be made fifteen (15) days prior to issuance of the Cards and/or Codes. At the end of the one (1) year or two (2) year commitment period or upon request for cancellation by the customer, the customer must pay the difference between the Term Commitment amount purchased and the initial Term Commitment amount, if the commitment has not been met.

The Company may terminate a purchase commitment plan in order to allow the customer to agree to a higher "number of Units" Term Commitment. PhonePass Cards will be sold at prices rounded to the nearest cent. The rate per unit and purchase volumes are as follows:

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.5 PhonePass Card Service (Continued)
    - B. <u>Usage Charges</u> (Continued)
      - 1. Option A Generic Wholesale Cards (Continued)
        - (a) One-Time Purchase

<u>Purchase Volume</u>	Rate per Unit	
\$250 - 2,499	0.2700	
\$2,500 - 4,999	0.2550	
\$5,000 - 9,999	0.2400	
\$10,000 - 14,999	0.2250	
\$15,000 - 24,999	0.2150	
\$25,000 - 49,999	0.2000	
\$50,000 - 99,999	0.1900	
\$100,000 - 199,999	0.1750	
\$200,000 - 299,999	0.1650	
\$300,000 - +	0.1600	

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.5 PhonePass Card Service (Continued)
    - B. <u>Usage Charges</u> (Continued)
      - 1. Option A Generic Wholesale Cards (Continued)
        - (b) 1-Year Term Monthly Commitment

Purchase Volume	Rate per Unit	
\$2,500 - 4,999	0.2400	
\$5,000 - 9,999	0.2250	
\$10,000 - 14,999	0.2150	
\$15,000 - 24,999	0.2000	
\$25,000 - 49,999	0.1900	
\$50,000 - 99,999	0.1750	
\$100,000 - 199,999	0.1650	
\$200,000 - 299,999	0.1600	
\$300,000 - +	0.1550	

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- 4.3 <u>Complementary Services</u> (Continued)
  - 4.3.5 PhonePass Card Service (Continued)
    - B. <u>Usage Charges</u>
      - 1. Option A Generic Wholesale Cards (Continued)
        - (c) 2-Year Term Monthly Commitment

Purchase Volume	Rate per Unit	
\$2,500 - 4,999	0.2300	
\$5,000 - 9,999	0.2150	
\$10,000 - 14,999	0.2000	
\$15,000 - 24,999	0.1900	
\$25,000 - 49,999	0.1750	
\$50,000 - 99,999	0.1650	
\$100,000 - 199,999	0.1600	
\$200,000 - 299,999	0.1550	
\$300,000 - +	0.1500	

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### Complementary Services (Continued)

### 4.3.5 PhonePass Card Service (Continued)

- B. <u>Usage Charges</u>
  - 1. Option A Generic Wholesale Cards (Continued)
    - (d) Retail Rate

Purchase Volume Rate per Unit
\$1 - 250 0.4000

2. Retail Option - Generic Cards

The following rate schedule applies to the end-user. The retailer has the option of setting the retail rate at the following rates based on the level of purchase and/or commitment. If the retailer would prefer to sell at any of the retail rates above their specified purchase level of commitment, they may choose any of the preset rates listed below:

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### 4.4 Other Service Offerings

#### 4.4.1 WorldOne Service

#### A. <u>Description</u>

WorldOne Service offers a unified service for single or multi-location customers using switched, dedicated, and OnLine World calling card origination and switched or dedicated toll-free (in WATS) termination. The WorldOne package includes the availability of outbound, inbound and calling card services, and offering a discount on outbound and toll-free service for customers willing to sign a term commitment and/or a willingness to commit to a specific dollar volume of monthly minimum usage.

There are seven (7) Options of WorldOne available to customers, each of which are described below: 1/

Option A - Requires no monthly minimum billing commitment for month-tomonth customers; \$250 monthly minimum billing commitment for ESP customers.

Option B - Requires a monthly minimum billing commitment of \$1,000.

Option C - Requires a monthly minimum billing commitment of \$5,000.

Option D - Requires a monthly minimum billing commitment of \$7,500.

Option E - Requires a monthly minimum billing commitment of \$15,000.

Option F - Requires a monthly minimum billing commitment of \$25,000.

Option G - Requires a monthly minimum billing commitment of \$50,000.

1/ If the minimum is not reached for Option A ESP and Options B through G, the customer will be charged for the difference.

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### 4.4 Other Service Offerings (Continued)

### 4.4.1 WorldOne Service (Continued)

### B. Service Arrangements

Multiple services and/or multiple locations using WorldOne's Service can contribute to the overall monthly minimum commitment; however, the customer must allocate the minimum by service and location. Domestic Toll-Free, Domestic and International outbound calls contribute to determining monthly minimum usage. OnLine World Calling Card, Operator Services and Directory Assistance usage is not included in determining monthly minimum usage.

Customers must reach the minimum monthly usage requirement associated with their selected Option by the fourth invoice period and monthly thereafter.

#### 1. WorldOne Extended Service Plan

WorldOne Service is available to customers through an Extended Service Plan ("ESP") option if the customer agrees to commit to such service for a term of twelve (12) or twenty-four (24) months. Customers who elect the ESP will receive a discount off their selected option's domestic interstate, and intrastate outbound and toll-free rates. (The Company's interstate rates are provided in its F.C.C. Tariff as filed with the Federal Communications Commission.) This discount will apply to WorldOne's peak interstate rates and all time periods for intrastate rates. Customers who elect the ESP are subject to the following:

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- 4.4 Other Service Offerings (Continued)
  - 4.4.1 WorldOne Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. <u>WorldOne Extended Service Plan</u> (Continued)
        - (a) Customers must indicate what WorldOne service or services are to be included in the ESP. The discounts provided under this option become effective with the first full month's usage.
        - (b) Upon execution of the ESP agreement, the customer has ninety (90) days from the date service is made available in which to notify the Company in writing, either by certified or registered mail (return receipt requested), of the customer's desire to cancel the ESP agreement without penalty or further obligation, except for charges incurred up to the date of termination, in the event that quality deficiencies solely caused by the Company in the provision of telecommunications service hereunder demonstrated by Customer to affect adversely and materially Customer's telecommunications applications (such a termination under this clause constituting a Termination for Cause). A Termination for Cause shall not be effective unless Customer has reported trouble on an ANI or circuit-specific basis to (and received a corresponding trouble ticket from) the appropriate Company Support Center and a period of not less than thirty (30) days after receipt of Customer's written notice of termination has elapsed during which the Company fails to correct such quality deficiencies. Provided, nothing contained herein shall impose any liability on the Company and Customer's sole remedy shall be the termination of the affected service as described.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.1 WorldOne Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. WorldOne Extended Service Plan (Continued)
        - (c) Customers who terminate service prior to the end of the term of commitment in any manner other than stated in (d) following, will be liable for a cancellation penalty equal to the monthly minimum billing commitment times the number of months remaining in the customer commitment period through the expiration of the first year. If applicable, 25% of the balance remaining (monthly minimum billing commitment times the number of remaining months in the contract beyond the first year) will also be included (per service type). If the termination becomes effective after the completion of the first year, then the charge shall be equal to 25% of the balance remaining (monthly minimum billing commitment times the number of months remaining in the contract). The foregoing cancellation penalty will apply unless the customer immediately converts to another Company service with equal or greater term and minimum usage requirement commitments, and Customer continues to use such Company service for a period of months equal to or greater than the number of months remaining in the term during which the conversion takes place.
        - (d) All customer requests to commence or terminate a WorldOne ESP must be made in writing, by certified mail (return receipt requested), to the Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by the Company within this timeframe, the WorldOne ESP agreement will be automatically renewed for a new term of commitment.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.1 WorldOne Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. WorldOne Extended Service Plan (Continued)
        - (e) A customer who cancels their agreement prior to the expiration will be required to repay any promotional credits that were given in addition to other termination charges as noted above.
        - (f) OnLine World Calling Card usage is excluded from the WorldOne ESP discounts.
      - 2. WorldOne Association Program

The WorldOne Association program is a benefit package offered in conjunction with WorldOne Service, which allows the individual users who are members or employees of the participating organization to receive additional product discounts. Members who elect to participate in the WorldOne Association program will receive WorldOne products and OnLine World Calling Card Service.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.1 WorldOne Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 2. <u>WorldOne Association Program</u> (Continued)

To qualify for WorldOne Association an organization generally must be a: (1) Trade association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non-profit organization, or; (4) Buying group not organized merely to buy the Company's long distance for resale. The qualifying organization agrees to meet the following set of criteria within (6) months of undertaking to qualify and thereafter maintain them, and enters into a written agreement with the Company for the marketing of the Company's services. The group's members who have subscribed to the Company's services throughout the group must have aggregate billings, net of taxes; promotional credits and surcharges of at least \$5,000 per month.

The Company will render monthly statements to the individual members and the statement received will show all appropriate discounts. All sums due from members are the sole property of the Company, and the Company shall have the sole right to collect, enforce collection and settle such sums. The WorldOne Association member group shall receive a monthly report from the Company listing members of the group who subscribe to the Company's service under this program.

Unless otherwise specified in this tariff, member's usage of Company service under this plan cannot be used to qualify for any other benefits under this tariff or under other arrangements between the Company and third parties who undertake to market the Company's services.

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ISSUED: September 10, 1999

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### SECTION 4 - SERVICE DESCRIPTION AND CHARGES

### Other Service Offerings (Continued)

#### WorldOne Service (Continued) 4.4.1

#### B. Service Arrangements (Continued)

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#### WorldOne Association Discounts (a)

WorldOne Association members will receive the following discount offer:

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Month-to-Month association customers on WorldOne Service will receive the one (1) year term rates, no Extended Service Plan ("ESP") will be required; and one (1) year term association customers on WorldOne Service will receive the two (2) year term rates, ESP for Associations is required.

The conditions of the WorldOne Service Extended Service Plan ("ESP") as filed in Section 4.4.1.B.1 of this tariff will apply for WorldOne for Association ESP agreements.

OnLine World Calling Card Service is not available for Association discounts.

#### C. Rate Periods

The time of day rate periods for WorldOne Service will be Peak and Off-Peak. Peak rates apply to all calls that occur between 7AM and 7PM Monday through Friday, except on Company-recognized holidays. Off-Peak rates apply to all other calls.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.1 WorldOne Service (Continued)
    - E. Per Minute Rate Schedules WorldOne Service

Per minute intrastate base rates for WorldOne Service are the same for all Options (A-G) and apply as shown below:

- 1. InterLATA Rate Schedules
  - (a) Switched Per Minute Rates

	<u>Monthly</u>	12-Month ESP	24-Month ESP
Outbound	.0745 R	.0720 R	.0695 R
Inbound	.0575 R	.0521 R	.0503 R

(b) <u>Dedicated Per Minute Rates</u>

	<u>Monthly</u>	12-Month ESP	24-Month ESP
Outbound Inbound	.0803 R	.0767 R	.0730 R
	.0872 R	.0764 R	.0727 R

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Y: SECRETARY OF THE COMMISSION

ISSUED: November 29, 2001

EFFECTIVE: December 1, 2001

- 4.4 Other Service Offerings (Continued)
  - 4.4.1 <u>WorldOne Service</u> (Continued)
    - E. Per Minute Rate Schedules WorldOne Service (Continued)
      - 2. <u>IntraLATA Rate Schedules</u>
        - (a) <u>Switched Per Minute Rates</u>

	<u>Monthly</u>	12-Month ESP	24-Month ESP
Outbound Inbound	.0656 R	.0619 R	.0800 R
	.0543 R	.0492 R	.0475 R

(b) <u>Dedicated Per Minute Rates</u>

	<u>Monthly</u>	12-Month ESP	24-Month ESP
Outbound	.0517 R	.0482 R	.0448 R
Inbound	.0824 R	,.0721 R	.0686 R

- F. OnLine World Calling Card Service
  - 1. <u>Direct Dial Rate Schedule</u>
    - (a) Per Minute Rates applying to all time periods:

\$.3200

(b) <u>Billing Increments</u> - Usage is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter.

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SECRETARY OF THE COMMISSION

EFFECTIVE: December 1, 2001

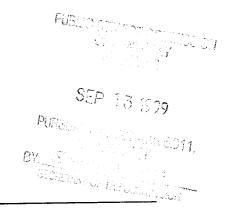
ISSUED: November 29, 2001

- Other Service Offerings (Continued) 4.4
  - WorldOne Service (Continued) 4.4.1
    - OnLine World Calling Card Service (Continued) F.
      - 1. <u>Direct Dial Rate Schedule</u> (Continued)
        - Per Call Surcharge (c)
          - For domestic direct dial calls, a \$0.65 surcharge will (1) apply to each call.
          - The following rates and surcharge will apply to calls (2)which default to a live operator.

### Rate Per Minute:

0.23 Peak Off-Peak 0.16

Per call Surcharge: 0.65



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### **SECTION 4 - SERVICE DESCRIPTION AND CHARGES**

Other Service Offerings (Continued)

- 4.4.1 WorldOne Service (Continued)
  - F. OnLine World Calling Card Service (Continued)
    - 2. <u>OnLine World Calling Card Service OnLine Operator Assisted Rate Schedule</u>
      - (a) If a customer chooses to access an Operator to place a call, the call will be billed at (Dial USA) per minute rates as provided in Section 4.1.1 of this tariff.
      - (b) <u>Billing Increments</u> All OnLine World Calling Card calls placed with the assistance of an operator will be billed in one (1) minute increments.
      - (c) <u>Per Call Surcharges</u> The following surcharge will apply in addition to per minute rates.

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### 4.4 Other Service Offerings (Continued)

### 4.4.3 Intelenet Service

ISSUED: September 10, 1999

#### A. Description

Intelenet offers a full service voice product for single or multi-location customers using switched or dedicated and calling card origination and switched or dedicated toll-free termination. The Intelenet package includes a single flat rate for both peak and off-peak dedicated and switched usage and offers discounts for customers willing to sign a term commitment of month to month, twelve (12) or twenty-four (24) months and/or a willingness to commit to a specific dollar volume of monthly minimum usage.

The minimum monthly commitment will be based on net charges for service (after discounts have been applied) and must be reached by the fourth invoice period and monthly thereafter. Multiple services and/or multiple locations using Intelenet can contribute to the overall monthly commitment; however, the customer must allocate the minimum by service and location. All inbound and outbound domestic and international, calling card, intrastate service and internet access charges, including local services (if applicable) contribute to determining the monthly minimum usage with the exception of enhanced fax, conference calling and non-recurring charges.

If a customer's monthly service usage charges for any month in the term are less than the monthly commitment agreed upon, the customer shall pay the company the difference between the monthly usage charges and the monthly commitment in addition to charges for service.

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EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.3 <u>Intelenet Service</u> (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. <u>Intelenet Service Agreement</u>

When the customer has completed the term commitment, service will automatically be renewed for additional term(s) of the agreement unless the Company has received the customer's written notice to terminate the service on not less than sixty (60) days prior to the then existing term expiration date. Customers who terminate service prior to the end of the term in any manner other than stated will be liable for a service termination charge of an amount equal to the greater of the following, unless customer converts to another Company service with equal or greater term and minimum usage commitment:

- (a) If the termination becomes effective prior to the completion of the first year of the Customer Term, then the charge shall be an amount equal to the monthly billing commitment times the number of months remaining in Term through the expiration of the first year. If applicable, twenty-five percent (25%) of the balance remaining (monthly billing commitment times the number of remaining months in the Term beyond the first year) will also be included.
- (b) If the termination becomes effective after the completion of the first year, then the charge shall be an amount equal to twenty-five percent (25%) of the balance remaining (monthly billing commitment times the number of months remaining in the Term).

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EFFECTIVE: September 13, 1999

ISSUED: September 10, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.3 Intelenet Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. <u>Intelenet Service Agreement</u> (Continued)
        - (b) (Continued) In addition, the customer will be required to repay any promotional credits that were applied, and any charges reimbursed or waived.

Upon execution of the Intelenet Service Agreement, the customer has ninety (90) days from the date service is made available in which to notify the Company in writing, either by certified or registered mail (return receipt requested), of customer's desire to cancel the Service Agreement without penalty or further obligation, except for charges incurred up to the date of termination, in the event that quality deficiencies solely caused by the Company in the provision of telecommunications service hereunder are demonstrated by customer to affect adversely and materially customer's telecommunications applications (such a termination under this clause constituting a Termination for Cause). A Termination for Cause shall not be effective unless

SEP 13 1999

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ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.3 <u>Intelenet Service</u> (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. <u>Intelenet Service Agreement</u> (Continued)
        - (b) (Continued) customer has reported trouble on an ANI or circuitspecific basis to (and received corresponding trouble ticket from)
          the appropriate Company Support Center and a period of not less
          than thirty (30) days after receipt of customer's written notice of
          termination has elapsed during which the Company fails to
          correct such quality deficiencies. Provided, nothing contained
          herein shall impose any liability on Company and customer's sole
          remedy shall be termination of the affected service as described.
          Customer's Intelenet Service Agreement is subject to the general
          terms, and conditions and rates of this Tariff and/or Service or
          Credit Application forms executed in connection with the services
          provided herein.

#### 2. <u>Intelenet Association</u>

The Intelenet Association program is a benefit package offered in conjunction with Intelenet, which allows the individual users who are members or employees of the participating organization to receive additional product discounts off of domestic interstate usage. Members who elect to participate in the Intelenet Association will receive Intelenet products and Calling card service.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.3 Intelenet Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 2. <u>Intelenet Association</u> (Continued)

To qualify for Intelenet association an organization generally must be a: (1) Trade association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non profit organization; or, (4) Buying group not organized merely to buy the Company's long distance for resale. The qualifying organization agrees to meet the following criteria within six (6) months of undertaking to qualify and thereafter maintain, and enters into a written agreement with the Company for marketing of the Company's services. The group's members who have subscribed to the Company's services throughout the group must have aggregate billings, net of taxes; promotional credits and surcharges of at least \$5,000 per month.

The Company will render monthly statements to the individual members and the statement received will show all appropriate discounts. All sums due from members are the sole property of the Company, and the Company shall have sole right to collect, enforce collection and settle such sums. The Intelenet member group shall receive a monthly report from the Company listing members of the group who subscribe to the Company service under this program.

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Unless otherwise specified in this tariff, member's usage of Company service under this plan cannot be used to qualify for any other benefits under this tariff or under other arrangements between the Company and third parties who undertake to market the Company's services. All other conditions of Intelenet will apply to Intelenet Association.

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ISSUED: September 10, 1999

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### 4.4 Other Service Offerings (Continued)

### 4.4.3 Intelenet Service (Continued)

#### C. Rate Periods

#### <u>Peak</u>

All calls that occur between 7:00 A.M. through 7:00 P.M. Monday through Friday, except on Company recognized holidays.

#### Off-Peak

All calls that occur between 7:01 P.M. through 6:59 A.M. Monday through Thursday, and all calls between 7:01 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

### D. <u>Billing Increments</u>

Intelenet is billed in eighteen (18) second initial increments and is rounded to the next higher six (6) second increment with the exception of calling card which is billed in sixty (60) second initial increments and rounded to the next higher six (6) second increment. All fractional per call charges will be rounded to the nearest whole cent.

#### E. Per Minute Base Rate Schedule - Intelenet

Base Rates

Switched Services
Dedicated Services

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BY: Stephand BULL

ISSUED: November 29, 2001

EFFECTIVE: December 1, 2001

- 4.4 Other Service Offerings (Continued)
  - 4.4.3 <u>Intelenet Service</u> (Continued)
    - F. Discounts Applicable

A ten percent (10%) discount will apply towards intrastate usage.

- G. InteleNet Calling Card Service
  - 1. Per Minute Rates applying to all time periods:

Per Minute Rate:

\$0.2500

2. Per Call Surcharge:

\$0.4000

H. Monthly Recurring/Non-Recurring Charges

Intelenet for intrastate use is offered in connection with the Company's interstate InteleNet service. Accordingly, monthly recurring and non-recurring charges are found in the Company's interstate tariff, F.C.C. No. 2, Section 6.3.1.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

### 4.4 Other Service Offerings (Continued)

### 4.4.4 Total Solution Gold<sup>SM</sup>Service

#### A. Description

Total Solution Gold<sup>SM</sup> Service is an offering that allows customers to select shared and dedicated outbound and inbound service arrangements, and obtain Term Plan discounts. Total Solution Gold<sup>SM</sup> calls are eligible for volume discounts based on total cross-contribution usage from all interstate and intrastate shared and dedicated outbound and inbound usage products (directory assistance and operator assistance are not contributory). Discounted rates apply retroactively, such that once the next dollar threshold is reached, the lower rate applies back to the first minute of usage for that billing period. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the volume discount cross-contribution calculation.

The Outbound Calling Service arrangement is a long distance switched access service, which is available on either a shared or dedicated basis. The usage is billed on a flat rated basis. Outbound Calling Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. Rates for Operator-assisted calls are set forth in Section 4.3.2 of this tariff.

The Inbound Calling Service arrangement is a toll free switched access service, which permits calls to be completed at the Customer's location without charge to the calling party. This service is available on either a shared or dedicated basis. Access to the service is gained by an end user dialing a 10 digit telephone number (e.g., 800+NXX-XXXX) which will terminate at the Customer's location. The usage is billed on a flat rated basis. Toll Free Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. In addition, there is a non-recurring and monthly recurring Toll Free Service number charge, which will be applied either on a "per Toll Free Service number" basis for shared access or on a "per routing arrangement" basis for dedicated access (reference rates in Section 4.4.5.D.3).

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- 4.4 Other Service Offerings (Continued)
  - 4.4.4 Total Solution Gold<sup>SM</sup>Service (Continued)
    - B. Service Arrangements
      - 1. Term Plans

Total Solution GoldSM Service is available at 1 or 2 year Term Plan rates. Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's actual usage and the Customer's minimum monthly commitment. Term Plan threshold calculations will include usage charges from all intrastate and interstate switched outbound and inbound usage products (directory assistance and operator assistance are not contributory). Charges such as taxes, late payment fees and other service non-recurring and monthly recurring charges will not be included in the Term Plan usage threshold calculation. A Customer who terminates a Term Plan prior to the term's expiration will be required to pay in one lump sum an amount equaling the monthly minimum service usage charge times the number of months remaining in the term.

A Customer may terminate their Term Plan without liability under the following conditions:

(a) The customer requests, and remains on, a new Term Plan for a term equal to or greater than the time remaining on their current Company Term Plan.

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ISSUED: September 10, 1999

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- 4.4 Other Service Offerings (Continued)
  - 4.4.4 Total Solution Gold<sup>SM</sup> Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. Term Plans (Continued)
        - (b) The Customer provides written notification to cancel the Term Plan to the Company postmarked within 90 days of the commencement of the Term Plan. The Customer is responsible for payment of services used during this period.

Term Plans will be automatically renewed unless the Customer notifies the Company in writing to cancel the renewal within 30 days of expiration of the current Term Plan.

### C. Rate Periods

### Peak and Off-Peak rate periods are as follows:

Non-Holiday Rate Periods	From	To But Not Including	<u>Days</u>
Peak	8:00 a.m.	5:00 p.m. 8:00 a.m.	Mon-Fri Mon-Fri
Off-Peak	5:00 p.m. 8:00 a.m.	8:00 a.m.	Sat-Sun
	8:00 a.m.	8:00 a.m.	Holidays

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

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## SECTION 4 - SERVICE DESCRIPTION AND CHARGES

### 4.4 Other Service Offerings (Continued)

# 4.4.4 <u>Total Solution Gold<sup>SM</sup>Service</u> (Continued)

## D. <u>Usage Charges</u>

## 1. Outbound Calling Service

### (a) Shared - Per Minute Rates

Usage		
Per Month	<u>1 Year</u>	2 Year
\$0-\$249	0.1796	0.1740
\$250-\$999	0.1796	0.1740
\$1,000-\$2,499	0.1796	0.1740
\$2,500-\$4,999	0.1796	0.1740
\$5,000-\$9,999	0.1796	0.1740
\$10,000-\$19,999	0.1796	0.1740
\$20,000 +	0.1796	0.1740

## (b) <u>Dedicated - Per Minute Rates</u>

Usage Per Month	1 Year	2 Year
\$0-\$249	0.1231	0.1175
\$250-\$999	0.1231	0.1175
\$1,000-\$2,499	0.1231	0.1175
\$2,500-\$4,999	0.1231	0.1175
\$5,000-\$9,999	0.1231	0.1175
\$10,000-\$19,999	0.1231	0.1175
\$20,000 +	0.1231	0.1175

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.4 Total Solution Gold<sup>SM</sup> Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 2. <u>Inbound Calling Service</u>
        - (a) Shared Toll Free Service Per Minute Rates

Usage		
Per Month	<u>1 Year</u>	2 Year
\$0-\$249	0.1796	0.1740
\$250-\$999	0.1796	0.1740
\$1,000-\$2,499	0.1796	0.1740
\$2,500-\$4,999	0.1796	0.1740
\$5,000-\$9,999	0.1796	0.1740
\$10,000-\$19,999	0.1796	0.1740
\$20,000 +	0.1796	0.1740

(b) <u>Dedicated Toll Free Service - Per Minute Rates</u>

Usage <u>Per Month</u>	1 Year	2 Year
\$0-\$249	0.1231	0.1175
\$250-\$999	0.1231	0.1175
\$1,000-\$2,499	0.1231	0.1175
\$2,500-\$4,999	0.1231	0.1175
\$5,000-\$9,999	0.1231	0.1175
\$10,000-\$19,999	0.1231	0.1175
\$20,000 +	0.1231	0.1175

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

### 4.4 Other Service Offerings (Continued)

#### 4.4.5 <u>Total Solution Series 100<sup>SM</sup> Service</u>

#### A. Description

Total Solution Series 100<sup>SM</sup> Service is an offering that allows Customers to select a commitment level and shared and dedicated outbound and inbound service arrangements, obtain term plan discounts, and receive Peak and Off-Peak pricing (Off-Peak pricing only applies to intraLATA outbound service where available). Total Solution Series 100<sup>SM</sup> calls are flat rated, with discounts off the base rates available according to the commitment level and term plan selected by the Customer.

The Outbound Calling Service arrangement is a long distance switch-based service, which is available on either a shared or dedicated access basis. The usage is billed on a flat rated basis. Outbound Calling Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. Rates for Operator-assisted calls are set forth in Section 4.3.2 of this tariff.

The Inbound Calling Service arrangement is a toll free switched access service, which permits calls to be completed at the Customer's location without charge to the calling party. This service is available on either a shared or dedicated basis. Access to the service is gained by an end user dialing a 10 digit telephone number (e.g., 800+NXX-XXXX) which will terminate at the Customer's location. The usage is billed on a flat rated basis. Toll Free Service calls are billed in 6 second increments, with an initial billing period of 18 seconds per call. In addition, there is a non-recurring and monthly recurring Toll Free Service number charge, which will be applied either on a "per Toll Free Service number" basis for shared access or on a "per routing arrangement" basis for dedicated access (reference rates in Section 4.4.5.D.3).

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

### 4.4 Other Service Offerings (Continued)

### 4.4.5 <u>Total Solution Series 100<sup>SM</sup>Service</u> (Continued)

#### B. Service Arrangements

#### 1. Commitment Levels and Term Plans

Total Solution Series 100<sup>SM</sup> Service is available on a month to month basis or on an optional 1 or 2 year Term Plan. Discounts off the base rates are available to the Customer according to the commitment level and Term Plan selected by the Customer.

Total Solution Series 100sm Service is subject to a minimum monthly usage commitment (after the third full month following the initial installation of service for new Customers) based on the Customer's selected commitment level. The commitment level is calculated from the monthly total of usage generated from the following Company products: shared and dedicated domestic interstate and intrastate outbound and inbound service, international outbound, intraLATA, local service, and calling card. Charges such as taxes, late payment fees or other service non-recurring and monthly recurring charges will not be included in the total usage amount calculation, as well as usage charges from Directory Assistance, Operator Service, voice mail and conference calling.

Should the Customer's actual usage fall below the monthly minimum usage commitment, the Customer is required to pay the Company a fee equal to the difference between the Customer's actual usage and the Customer's minimum monthly commitment. A Customer who terminates a Term Plan prior to the term's expiration will be required to pay in one lump sum an amount equaling the selected monthly commitment level times the number of months remaining in the term, plus an amount equal to any promotional credit, or discount, or waiver, if applicable, that was provided to the Customer.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.5 <u>Total Solution Series 100<sup>SM</sup>Service</u> (Continued)
    - B. Service Arrangements (Continued)
      - 1. <u>Commitment Levels and Term Plans</u> (Continued)

A Customer may terminate their Term Plan without liability under the following conditions:

- (a) The Customer requests, and remains on, a new Term Plan for a term and commitment level equal to or greater than their current Company Term Plan and commitment level.
- (b) A new Customer (who was not receiving services through the Company prior to execution of the Term Plan) provides written notification to cancel the Term Plan to the Company postmarked within 90 days of the commencement of the Term Plan. The Customer is responsible for payment of services used during this period.

Term Plans will be automatically renewed unless the Customer notifies the Company in writing to cancel the renewal within 30 days of expiration of the current Term Plan.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.5 <u>Total Solution Series 100<sup>SM</sup>Service</u> (Continued)
    - C. Rate Periods

Peak and Off-Peak rate periods are as follows:

<u>From</u>	To But Not Including	<u>Days</u>
8:00 a.m.	5:00 p.m.	Mon-Fri
5:00 p.m.	8:00 a.m.	Mon-Fri
8:00 a.m.	8:00 a.m.	Sat-Sun
8:00 a.m.	8:00 a.m.	Holidays
	8:00 a.m. 5:00 p.m. 8:00 a.m.	FromIncluding8:00 a.m.5:00 p.m.5:00 p.m.8:00 a.m.8:00 a.m.8:00 a.m.

Holidays: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

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- 4.4 <u>Other Service Offerings</u> (Continued)
  - 4.4.5 <u>Total Solution Series 100<sup>SM</sup>Service</u> (Continued)
    - D. <u>Usage Charges</u>
      - 1. Outbound Calling Service

Base Rate
Per Minute

Shared: Dedicated:

\$ 0.1964 \$ 0.1343

2. <u>Inbound Calling Service</u>

Base Rate Per Minute

Shared: Dedicated: \$ 0.2076 \$ 0.1455

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- 4.4 Other Service Offerings (Continued)
  - 4.4.5 <u>Total Solution Series 100<sup>SM</sup>Service</u> (Continued)
    - D. <u>Usage Charges</u> (Continued)
      - 3. Toll Free Service Number Charge

	Monthly <u>Recurring</u>	Non- <u>Recurring</u>
Shared charge per Toll Free Service number	\$ 10.00	\$ 15.00
Dedicated charge per routing arrangement	\$ 40.00	\$ 50.00

### E. <u>Discounts</u>

The following discounts on per minute base rates for qualifying usage are based on the monthly commitment level and Term Plan selected by the Customer. Customers committing to Term Plans will receive an additional discount off the applicable Commitment Level discounted rate for qualifying interstate usage. To qualify for Term Plan Discounts, shared access Customers must select a minimum commitment level of at least \$250.00 per month, and dedicated access Customers must select a minimum commitment level of at least \$1,000.00 per month.

EFFECTIVE: September 13, 1999

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ISSUED: September 10, 1999

### 4.4 Other Service Offerings (Continued)

### 4.4.5 <u>Total Solution Series 100<sup>SM</sup>Service</u> (Continued)

### E. <u>Discounts</u> (Continued)

### 1. Shared Outbound Discount

Monthly Commitment	Month to	<u>Term Plan</u>	
Level	Month	1 Year	2 Year
\$0	0.00%	N/A	N/A
\$ 250	0.00%	5.00%	10.00%
\$ 500	0.00%	5.00%	10.00%
\$ 1,000	0.00%	5.00%	10.00%
\$ 2,500	0.00%	5.00%	10.00%
\$ 5,000	0.00%	5.00%	10.00%
\$ 10,000	0.00%	5.00%	10.00%
\$ 15,000	0.00%	5.00%	10.00%

### 2. Dedicated Outbound Discount

Monthly Commitment	Month to	Term Pla	<u>n</u>
<u>Level</u>	Month	<u>1 Year</u>	2 Year
\$ 0	0.00%	N/A	N/A
\$ 250	0.00%	N/A	, <u>N</u> /A
\$ 500	0.00%	N/A	N/A
\$ 1,000	0.00%	5.00%	10.00%
\$ 2,500	0.00%	5.00%	10.00%
\$ 5,000	0.00%	5.00%	10,00%
\$ 10,000	0.00%	5.00%	10.00% 10.00%
\$ 15,000	0.00%	5.00%	Pij::10.00%

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

# 4.4 <u>Other Service Offerings</u> (Continued)

### 4.4.5 <u>Total Solution Series 100<sup>SM</sup>Service</u> (Continued)

### E. <u>Discounts</u> (Continued)

### 3. <u>Shared Inbound Discount</u>

Monthly Commitment	Month to	Term Plan	
<u>Level</u>	<u>Month</u>	1 Year	2 Year
\$0	0.00%	N/A	N/A
\$ 250	0.00%	10.12%	14.85%
\$ 500	0.00%	10.12%	14.85%
\$ 1,000	0.00%	10.12%	14.85%
\$ 2,500	0.00%	10.12%	14.85%
\$ 5,000	0.00%	10.12%	14.85%
\$ 10,000	0.00%	10.12%	14.85%
\$ 15,000	0.00%	10.12%	14.85%

### 4. <u>Dedicated Inbound Discount</u>

Monthly Commitment	Month to	Term Pla	<u>an</u>
Level	<u>Month</u>	1 Year	2 Year
\$0	0.00%	N/A	N/A
\$ 250	0.00%	N/A	N/A
\$ 500	0.00%	N/A	N/A
\$ 1,000	0.00%	12.31%	16.92%
\$ 2,500	0.00%	12.31%	16.92%
\$ 5,000	0.00%	12.31%	16.92%
\$ 10,000	0.00%	12.31%	16.92%
\$ 15,000	0.00%	12.31%	<sub>РИ:</sub> 16.92%

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

### 4.4 Other Service Offerings (Continued)

### 4.4.6 MFS Inteleplan<sup>SM</sup>Service

#### A. <u>Description</u>

MFS Inteleplan<sup>SM</sup> Service is a communications service that is available for use by residential customers twenty-four (24) hours a day. MFS Inteleplan<sup>SM</sup> Service is offered in exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company (LEC) to the Company's MFS Inteleplan<sup>SM</sup> Service, such that "1+ the 10-digit number" calls are automatically routed to the Company's network. Customers may originate MFS Inteleplan<sup>SM</sup> Service from locations served by the Company, and may terminate in all locations within the State of Kentucky.

MFS Inteleplans Service is a flat-rated calling plan that is non-distance sensitive for direct-dialed long distance calling. Charges are based on the time period (Peak/Off-peak) when the call is placed. Peak and Off-peak time periods are defined in Section 4.4.6.B (below). Calls are billed in one-minute increments, with an initial billing period of one minute. A monthly recurring charge will apply to Customer accounts with usage (including Directory Assistance) of less than \$25.00. Customer accounts with usage in excess of \$500.00 per month will be assessed a surcharge, as specified in Section 4.4.6.C (following). The entire month's charges will be recalculated at the new rate level.

Directory Assistance and Operator Services are available to MFS Inteleplans Service subscribers subject to the provisions of Sections 4.3.1 and 4.3.2 of this tariff

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EFFECTIVE: September 13, 1999

ISSUED: September 10, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.6 MFS Inteleplan<sup>SM</sup> Service (Continued)
    - B. Rate Periods

Peak and Off-Peak rate periods are as follows:

Non-Holiday Rate Periods	<u>From</u>	To But Not Including	<u>Days</u>
Peak	7:00 a.m.	7:00 p.m.	Mon-Fri
Off-Peak	7:00 p.m.	7:00 a.m.	Mon-Fri
	All Hours		Sat-Sun
	All Hours		Holidays

<u>Holidays</u>: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

### C. <u>Usage Charges</u>

1. Per Minute Rates

<u>Peak</u>	<u>Off-Peak</u>	
\$ 0.2400	\$ 0.1700	

2. <u>Surcharge</u>

Per Minute: \$0.0200

D. <u>Monthly Recurring Charge:</u>

\$3.00/per account

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

### 4.4 Other Service Offerings (Continued)

#### 4.4.7 Bottom Line Business II

#### A. Description

Bottom Line Business II offers Customers a flat rate schedule that will apply to both outbound and inbound intrastate calls. Customer's must sign a Term Agreement of one (1) year and meet a monthly minimum commitment of \$50.00 for Customers of only one service (i.e. only outbound) or \$100.00 per month if the Customer has both outbound and inbound services. Calling Card usage will not contribute to the monthly minimum commitment and Association discounts will not apply.

The Term shall be extended automatically for an additional term of one (1) year, unless the Company receives the Customer's written notice to terminate this Agreement on not less than thirty (30) days prior to the then existing Term expiration date. Customers who terminate service prior to the end of the term in any manner will be liable for a termination charge of an amount equal to the monthly minimum billing commitment times the number of months remaining in the Customer's Term, unless the Customer converts to another Company service with equal or greater term and minimum usage commitment.

#### B. Billing Increments

Calls will be billed in thirty (30) second initial increments and rounded to the next higher six (6) second increment.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.7 <u>Bottom Line Business II</u> (Continued)
    - C. Per Minute Rates

Outbound \$0.12 Inbound \$0.12

D. <u>Monthly Recurring Charge</u>

Monthly Charge Per Toll-Free Number: \$4.00

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# 4.4 Other Service Offerings (Continued)

#### 4.4.8 Metro Frame Relay

#### A. <u>Description</u>

Metro Frame Relay is a virtual private data network service which allows Customers to simulate a dedicated high speed data network and enables connection of two business sites within the same LATA where suitable facilities are available. Metro Frame Relay is offered at one rate which is the transmission rate (in Kbps or Mbps) and is not usage or distance sensitive. Metro Frame Relay Service is offered in conjunction with the Company's interstate Frame Relay Service as filed with the FCC under Tariff No. 9.

- Customers subscribing to Metro Frame Relay Service may order Service for Service Commitment Periods of one, two, three, four or five years and will receive a discount for the term of the Service Commitment Period and volume discount based upon the aggregate dollar volume of Base Rate Charges to Customer.
- 2. The term "Minimum Monthly" as it appears in the discount tables set forth in this Section, shall mean the aggregate of all Base Rate charges for each Frame Relay Service, Metro Frame Relay Service and domestic Frame Relay Service combined, (regardless of whether such Base Rate Charges are themselves subject to any discount limitation) which in total amount to, but do not include, the amount stated at each level of the relevant discount schedule (e.g. \$100 \$2499, \$2500 \$4999, (C) etc.).
- 3. Other charges which may be applicable are Nonrecurring Charges, Ancillary charges, Local Access charges and Taxes.

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# 4.4 Other Service Offerings (Continued)

#### 4.4.8 Metro Frame Relay

#### B. Definitions Applicable to Frame Relay Service

#### AMI

Alternate Mark Inversion.

#### **ASR**

Access Service Request. An order placed with a Local Access Provider for Local Access.

#### B8ZS

Bipolar with eight zero substitution.

#### **Bandwidth**

The total frequency band, in hertz, allocated for a channel.

#### Base Rate Charges

The non-discounted monthly recurring Network Port base rate charge plus the non-discounted monthly recurring CIR base rate charge.

#### Committed Information Rate (CIR)

Refers to the maximum guaranteed transmission speed of a user over a link to the Frame Relay Network.

#### **DDS Service**

DDS means Digital Data Service which is an all digital dedicated Interexchange Service where the IXC is designed for full-duplex data transmission at a synchronous speed of 56/64 Kbps with accompanying DDS 56/64 Kbps local access.

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### 4.4 Other Service Offerings (Continued)

#### 4.4.8 Metro Frame Relay (Continued)

B. <u>Definitions Applicable to Frame Relay Service</u> (Continued)

# **ESF**

Extended Super Frame.

#### Frame Relay

ANSI ITU interface standard in which Customer translates variable length frames to the frame relay transport vendor.

#### Installation

The connection of a PVC or port for new, changed or an additional Service.

#### **Kbps**

Kilobits per second.

#### **Local Access**

The portion of the Service between a Customer premise and a Company designated Point-of-Presence.

# Local Access Provider

An entity providing Local Access.

#### <u>Mbps</u>

Megabits per second.

#### Network Node (Node)

Customer physical location with an associated Port Connection and PVC.

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### 4.4 Other Service Offerings (Continued)

#### 4.4.8 Metro Frame Relay (Continued)

### B. <u>Definitions Applicable to Frame Relay Service</u> (Continued)

#### **Physical Change**

The modification of an existing PVC or port at the request of the Customer.

#### **Port Connection**

Physical connection (located on a frame relay switch) into a carrier's Public Frame Relay network.

#### Public Frame Relay Network

Telecommunications network operated for the provision of Frame Relay Service to multiple Customers.

# PVC

Permanent Virtual Circuit which provides the Customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the frame relay service network.

#### SF

Super Frame.

#### **Transmission Speed**

Data transmission speed or rate, in bits per seconds (bps).

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4.4 Other Service Offerings (Continued)

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- 4.4.8 Metro Frame Relay (Continued) (N)
  - C. <u>Service Components</u>

There are two components of Metro Frame Relay: Metro PVC and Metro Port.

<u>Metro PVC</u> - A Metro PVC connects two customer sites located within one LATA (determined by NPA/NXX).

<u>Metro Port</u> - A Metro Port can support Metro (intraLATA) PVCs exclusively. All PVCs entering and exiting the Metro Port must be Metro PVCs. A Metro Port cannot support standard PVCs.

The following Port Speed options are available for Metro Ports:

56/64 Kbps	256 Kbps	512 Kbps	1.024 Mbps
128 Kbps	384 Kbps	768 Kbps	1.536 Mbps

The following CIR options are available for Metro PVCs:

16 Kbps	192 Kbps	512 Kbps	832 Kbps
32 Kbps	256 Kbps	576 Kbps	896 Kbps
48 Kbps	320 Kbps	640 Kbps	960 Kbps
56 Kbps	384 Kbps	704 Kbps	1.024 Mbps
64 Kbps 128 Kbps	448 Kbps	768 Kbps	1.536 Mbps

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - D. Collocation of Customer Equipment

The Company will consider requests from Customers or prospective Customers, provided space is determined, solely by Company, to be available and uncommitted, to license the collocation of Customer equipment and occupancy of space owned or controlled by Company solely for the purpose of interconnecting such Customer equipment with Service at the Company's Points-of-Presence, subject to (A) the Company's current and forecasted physical space requirements, taking into account available space, at the Company's Points-of-Presence, (B) any applicable lease or occupancy restrictions imposed on the Company, (C) the technical and operational compatibility of the Customer's equipment with the Company equipment and Services, (D) the Company's security and revenue requirements, and (E) other terms and conditions to which the Customer contractually will commit.

#### E. Systems Security

Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their telecommunications system, they will adhere to the following:

1. Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued) (N)
    - E. <u>Systems Security</u> (Continued)
      - 2. Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
      - 3. Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of Company.
      - 4. Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to unauthorized access of these Systems.

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### 4.4 Other Service Offerings (Continued)

### 4.4.8 Metro Frame Relay (Continued) (N)

#### E. Systems Security (Continued)

5. In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

### F. Customer Provided Equipment

Customer Premises Circuit terminating equipment such as Routers, Bridges, and FRADs shall be provided by the Customer and furnished and maintained at the Customer's expense, except as expressly provided otherwise in writing and set forth in a Service Application accepted by an authorized representative of Company.

### G. Technical Standards

#### 1. Application of Technical Standards

The following Technical Standards for Metro Frame Relay Services set forth objectives for Company to follow, and are listed in accordance to telecommunications industry standards. In no circumstance shall these Technical Standards be construed as creating any warranty on the part of Company, with the exception of those warranties expressly set forth in the preceding sections of this Tariff.

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- 4.4 <u>Other Service Offerings</u> (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - G. <u>Technical Standards</u> (Continued)
      - 2. Performance Specifications

ANSI T1-617 Annex D ANSI T1-618 CCITT (ITU) Q.933 Annex A CCITT (ITU) Q.922

- H. Application of Nonrecurring and Ancillary Charges
  - 1. Installation Charges

Charges apply when the Customer requests new or additional Service.

2. Expedite Charges

Company charges for the Expedited handling of the Service order. Company will pass along to the Customer any Local Access Provider Expedite charges associated with the Customer's request for Expedited Installation.

3. Change of Requested Service Date

A change of Requested Service Date charge applies when a change of Requested Service Date is the only requested modification to the original Service order.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - H. <u>Application of Nonrecurring and Ancillary Charges</u> (Continued)
      - 3. Change of Requested Service Date (Continued)
        - (a) If the first requested change of the Requested Service Date is received more than ten (10) working days prior to the Requested Service Date, there will be no charge.
        - (b) If the Requested Service Date has been changed once already, or if the request is made within ten (10) days of the original Requested Service Date, a charge will apply.
        - (c) An ASR charge will be assessed whenever a change of Requested Service Date is requested on Service orders including Company-ordered Local Access.
        - (d) When the Customer requests that its Requested Service Date be extended, the new Requested Service Date must be within thirty (30) days of the previously set Requested Service Date. If the new Requested Service Date is more than thirty (30) days beyond the existing Requested Service Date or unknown, the Service order must be canceled and re-issued when a confirmed date is set. A charge for a change of Requested Service Date also applies when the Customer requests an earlier Requested Service Date that does not require an Expedite. Should an Expedite be required, the Expedite Charge supersedes the change of Requested Service Date charge.

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- 4.4 <u>Other Service Offerings</u> (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - H. Application of Nonrecurring and Ancillary Charges (Continued)
      - 4. Change of Order Charges
        - (a) Charges apply when a Customer requests a modification to the information contained in the original Service order prior to Customer acceptance other than a change of Requested Service Date.
        - (b) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of changes to Customer records such as billing address change, billing contact change, etc., then the Customer will be charged an ASR charge.

(c) Local Access Service Charges

Charges apply if the change requires a change in the original ASR or if a new ASR must be submitted.

5. Order Cancellation Charges

Charges apply for Service orders canceled prior to Customer acceptance. These charges are intended to supplement any Service Cancellation charges set forth in Section II. Order cancellation charges are in addition to standard Installation charges.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - H. Application of Nonrecurring and Ancillary Charges (Continued)
      - 6. Change of Service Charges

Charges apply to changes made after acceptance by the Customer.

(a) Administrative Charges

If an ASR must be submitted to the Local Access Provider as a result of Customer-requested changes in Service, the Customer will be charged an ASR charge.

(b) Re-engineering Charges

Charges apply for orders that are re-engineered due to a Customer-requested change in local Service type. Changes that require only modification of Local Access, but do not affect Metro Frame Relay Service, will only be charged for the ASR. Any Local Access Provider charges incurred because of the change will be passed on to the Customer.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - H. Application of Nonrecurring and Ancillary Charges (Continued)
      - 7. Application of Ancillary Charges
        - (a) Collocation Charges

Collocation charges may apply when a Customer contracts with Company to utilize space in Company Point-of-Presence locations for placement of Customer owned and maintained equipment associated with Services Company provides. All pricing for collocation including floor space, power, rack space, DSX-1 or DSX-3 cross-connect panels, etc., is dependent on Customer requirements.

I. <u>Local Access Charges</u>

The rate information relevant to Local Access charges is available from the relevant Local Exchange Carriers.

J. Rates

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Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable.

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# 4.4 <u>Other Service Offerings</u> (Continued)

# 4.4.8 Metro Frame Relay (Continued)

# J. Rates (Continued)

Rates set forth below are Monthly Recurring, Non-recurring, Ancillary Charges and Discount Schedules applicable.

# 1. <u>Monthly Recurring Charges</u>

Port	<u>Charge</u>
56/64 Kbps 128 Kbps 256 Kbps 384 Kbps 512 Kbps 768 Kbps	66.00 150.00 204.00 246.00 288.00 324.00
•	
1.024 Mbps	360.00
1.536 Mbps	396.00

# CIR Charge

\$6.00 per 64 Kbps

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - J. Rates (Continued)
      - 2. Non-Recurring and Ancillary Charges
        - (a) <u>Installation Charges</u>

Port	Non-Recurring Charge
64 Kbps	300.00
128 Kbps	300.00
256 Kbps	300.00
384 Kbps	300.00
512 Kbps	300.00
768 Kbps	300.00
1.024 Mbps	300.00
1.536 Mbps	300.00
PVC Installation	\$15.00 per PVC

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - J. Rates (Continued)
      - 2. Non-Recurring and Ancillary Charges
        - (b) Ancillary Charges

Expedite Charge/Port \$100.00

Cancellation Charge/Port

Pre-Engineering \$100.00 Post-Engineering \$250.00

Date Charge/Port \$100.00

Administrative Order Charge No Charge

Non-Administrative Order Charge/Port

Pre Engineering \$100.00 Post Engineering \$250.00

U.S. DS-0 ASR \$25.00

U.S. DS-1 ASR \$50.00

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# 4.4 Other Service Offerings (Continued)

# 4.4.8 Metro Frame Relay (Continued)

# J. Rates (Continued)

# 3. <u>Discount Schedule</u>

The discount structures listed below are based solely on the Service Commitment Period selected by the Customer and stated in the Service Order.

		TERMS OF SERVICE				
Monthly	Annual					
<u>Revenue</u>	<u>Revenue</u>	<u>1 Year</u>	2 Years	3 Years	4 Years	5 Years
\$100	\$1,200	1%	2%	3%	4%	5%
\$250	\$3,000	1%	2%	3%	4%	5%
\$500	\$6,000	1%	2%	3%	4%	5%
\$1,000	\$12,000	2%	3%	4%	5%	6%
\$2,000	\$24,000	5%	6%	7%	8%	9%
\$3,000	\$36,000	6%	7%	9%	10%	12%
\$4,000	\$48,000	7%	8%	10%	12%	14%
\$5,000	\$60,000	8%	10%	12%	14%	16%
\$7,000	\$84,000	9%	11%	14%	16%	18%
\$10,000	\$120,000	12%	14%	17%	19%	21%
\$15,000	\$180,000	13%	15%	18%	20%	22%
\$25,000	\$300,000	14%	17%	20%	23%	25%
\$50,000	\$600,000	16%	19%	22%	25%	27%

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### 4.4 Other Service Offerings (Continued)

### 4.4.8 Metro Frame Relay (Continued)

#### K. Price Protection Plan

Customers who select a Service Commitment Period for Metro Frame Relay Service of one, two, three, four or five years are automatically enrolled in the Price Protection Plan as described below. During the Service Commitment Period, Customer shall have the option to obtain the discount schedule for such Metro Frame Relay Service which is equal to Company's then-current discount schedule under this Tariff for Metro Frame Relay Service ("Published Price") upon the following conditions of the Price Protection Plan.

Under the Price Protection Plan, if at any time during the Service Commitment Period any discount rate on the applicable discount schedule is decreased ("New Discount Schedule") for that Service the Customer will continue to be charged the discount in effect at the time the Service Commitment Period was initially selected. If any discount rate on the applicable discount schedule is increased ("New Discount Schedule"), the Customer may obtain affected Service with the New Discount Schedule by executing a new Service Order for the Service in question, subject to a Service Commitment Period which is equal to or greater than the Service Commitment Period of the original Service arrangement ("Revised Service Commitment Period").

Any New Discount Schedule available to Customer pursuant to the foregoing provisions shall become effective with the commencement of the Revised Service Commitment Period as of a date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and submission of the above-referenced new Service Order to Company.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. Revenue Plan Arrangements
      - 1. Only by written Service Application, which is accepted by an authorized representative of Company, may Customers obtain a Revenue Plan Arrangement ("Revenue Plan") for the Metro Frame Relay Service. Each Revenue Plan shall be subject to a Customer Commitment Period (defined below) of at least one, two, three, four or five years. The period between the effective date of a Revenue Plan and the expiration of the Customer Commitment Period shall be referred to as the "Term" of the Revenue Plan.
      - 2. From and after the effective date of a Revenue Plan and subject to the provisions of this Section, Customer may submit Service Orders for Qualifying Metro Frame Relay Service subject to the discounts in effect under this Tariff at the time the Service Application for the Revenue Plan is executed by Customer and Company. Subject to other applicable provisions of this Tariff, Company will accept such Service Orders provided the Requested Service Dates therefor do not occur later than a date six (6) months prior to the expiration of the Term ("Plan Installation Period").

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4.4 Other Service Offerings (Continued)

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- 4.4.8 Metro Frame Relay (Continued)
  - L. <u>Revenue Plan Arrangements</u> (Continued)
    - 3. The Service Commitment Period applicable to each Qualifying Metro Frame Relay Service shall be the longer of a period equal to: (i) the period commencing with the Start of Service Date therefor and continuing until the expiration of the Term applicable to the Revenue Plan in question; or (ii) six (6) months. Upon the expiration of the Term of a Revenue Plan, all monthly recurring charges relevant to Qualifying Metro Frame Relay Service (other than Qualifying Metro Frame Relay Service that has not completed its Service Commitment Period) will revert to Company's then current Base Rates and month-to-month Service Commitment Period discount, if any, applicable to Qualifying Metro Frame Relay Service then provided. Upon the expiration of the Service Commitment Period relevant to each Port comprising Qualifying Frame Relay, such Service will be subject to termination by either Customer or Company upon not less than thirty (30) days prior written notice to the other party.
    - 4. Each Service Application for a Revenue Plan will set forth the "Customer Commitment Period" which shall be the period over which Customer shall obtain Metro Frame Relay Service subject to Base Rate Charges at least equal to the "Minimum Monthly Commitment."

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. Revenue Plan Arrangements (Continued)
      - 4. (Continued)
        - (a) The lowest Minimum Monthly Commitment available for Revenue Plans is \$2,500. The Minimum Monthly Commitment under a Revenue Plan will not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non-recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.
        - (b) The length of the Customer Commitment Period and the Minimum Monthly Commitment for both domestic WorldCom Frame Relay Service and Metro Frame Relay Service will determine the applicable discount of the Base Rates for Qualifying Metro Frame Relay Service, i.e., for purposes of determining the applicable discount of the Revenue Plan, the Customer Commitment Period equates to the Service Commitment Period in the discount schedules and the Minimum Monthly Commitment equates to the applicable Minimum Monthly level in the discount schedules.

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Notwithstanding any provision of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, after a Service Order for Qualifying Metro Frame Relay Service is accepted by Company, Customer may cancel all or a portion of the Service described in the Service Order if Customer provides written notification thereof to Company thirty (30) days in advance of the effective date of cancellation. In such case, Customer shall pay to Company all charges for such Service provided through the effective date of cancellation plus a cancellation charge determined as follows:

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. <u>Revenue Plan Arrangements</u> (Continued)
      - 5. (Continued)
        - (a) Prior to Start of Service, the cancellation charge shall be an amount equal to one (1) month's Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question plus all non-recurring charges which would have otherwise been due (e.g., Installation charges) upon Start of Service therefor and costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.
        - (b) Following Start of Service, the cancellation charge shall be an amount equal to six (6) times the monthly recurring Base Rate Charges (then in effect at the time of cancellation) for the Metro Frame Relay Service in question less Base Rate Charges for such Service actually provided to Customer through the effective date of cancellation (but in no event less than zero) plus costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation.



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4.4 Other Service Offerings (Continued)

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- 4.4.8 Metro Frame Relay (Continued)
  - L. Revenue Plan Arrangements (Continued)
    - 6. Commencing with the first calendar month/billing period of the Customer Commitment Period and continuing for each calendar month/billing period thereafter through the expiration of the Customer Commitment Period, the Customer subscribing to the Revenue Plan will obtain Metro Frame Relay Service from Company pursuant to this Tariff and the Company interstate Tariff F.C.C. No. 9, which is subject to an aggregate of applicable Base Rate Charges ("Aggregate Base Rate Charge") equal to the Minimum Monthly Commitment. The Aggregate Base Rate Charge does not include pro-rated charges for Metro Frame Relay Service, Local Access charges, Ancillary Service charges, Taxes or any other recurring and non recurring charges for collocation of Customer equipment in Company POPs or other services provided to Customer by Company.
    - 7. If Customer's Aggregate Base Rate Charge for any month in the Customer Commitment Period is less than the applicable Minimum Monthly Commitment, Customer shall pay Company the difference between the Aggregate Base Rate Charge for the month in question and the Minimum Monthly Commitment ("Deficiency Charge").
      - (a) The Deficiency Charge shall be in addition to the charges for Qualifying Metro Frame Relay Service and all other Service provided pursuant to the Revenue Plan.
      - (b) The Deficiency Charge, if any, shall be due at the same time payment is due for Customer's monthly recurring charges.

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- 4.4 <u>Other Service Offerings</u> (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. Revenue Plan Arrangements (Continued)
      - 8. In the event:
        - (a) Customer fails to pay the Deficiency Charge on or before thirty (30) days from its Due Date and after ten (10) days written notice thereof to Customer by Company (which notice may refer generally to an unpaid balance of Customer's account); or,
        - (b) Customer fails to pay the Deficiency Charge on or before thirty (30) days from the Due Date therefor on two (2) or more occasions within a six (6) month period; or,
        - (c) Service is terminated or suspended pursuant to the provisions of Section II;

Company may terminate all Service provided to Customer pursuant to the Revenue Plan and make due for immediate payment a charge ("Plan Termination Charge") in an amount equal to the greater of the following:

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued) (N)
    - Revenue Plan Arrangements (Continued) L.
      - 8. In the event: (Continued)
        - (a) If the termination becomes effective prior to completion of the first year of the Customer Commitment Period, then the charge shall be an amount equal to the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the first year of the Customer Commitment Period plus twentyfive percent (25%) of the balance of such monthly Minimum Monthly Commitment(s) for the remainder of the Customer Commitment Period beyond the first year; or
    - If the termination becomes effective after completion of the first (b) year of the Customer Commitment Period, then the charge shall be an amount equal to twenty-five percent (25%) of the balance of the then-current Minimum Monthly Commitment times the number of months (or pro rata portion thereof) remaining in the Customer Commitment Period (i.e., the period during which such commitment was to be maintained) plus scheduled adjustments to the Minimum Monthly Commitment, if any, multiplied by the number of months relevant to the periods (or pro rata portion thereof) associated with such adjusted Minimum Monthly Commitment(s) through the expiration of the Customer PUNSO, and a commitment Period; or

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EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. Revenue Plan Arrangements (Continued)
      - 8. In the event: (Continued)
        - (c) If at the time of termination: (i) the Service Commitment Period for each Circuit comprising Qualifying Metro Frame Relay Service is six (6) months, and (ii) the Service Commitment Period of any other Circuit obtained under the Revenue Plan is Restricted, then the charge will be an amount equal to the total cancellation charges, if any, which would otherwise be applicable to the cancellation of Metro Frame Relay Service in accordance with Section II; provided, that in any case the effective date of cancellation shall be deemed to be the date of termination or any earlier date of suspension; and

Regardless of whether Clause (a), (b) or (c) is determined to be the greater amount, the Customer is also liable for any charges, expenses, fees, or penalties incurred by Company or its affiliated companies due to cancellation of Local Access plus any costs, expenses, or additional charges reasonably incurred by Company on behalf of Customer as Customer's agent.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. Revenue Plan Arrangements (Continued)
      - 9. In the event: (a) an individual Circuit comprising Qualifying Metro Frame Relay Service under a Revenue Plan is canceled by Customer prior to completion of the Service Commitment Period relevant to the Circuit in question; or (b) Customer fails to obtain the requisite Aggregate Base Rate Charge during the Customer Commitment Period in order to maintain the then applicable Minimum Monthly Commitment; or (c) a Revenue Plan is subject to termination under the provisions of Section (8)(c) preceding, Company's damages are difficult or impossible to ascertain, therefore, the foregoing provisions providing for individual Node cancellation liability of Customer, Deficiency Charges and/or Plan Termination Charges are intended to establish liquidated damages in the event of an early termination of individual ports subject to a Revenue Plan, a deficiency in the Minimum Monthly Commitment or termination of a Revenue Plan prior to fulfilling the Minimum Monthly Commitment for each and every month of the Customer Commitment Period and do not represent a penalty of any kind.
      - 10. During the Customer Commitment Period, Customer shall have the option to obtain pricing for all Qualifying Metro Frame Relay Service which is equal to Company's then-current pricing, (i.e., Base Rates and discounts) under this Tariff for Qualifying Metro Frame Relay Service ("Published Price") upon the conditions of the Price Protection Plan described in Section K preceding with the following exceptions. Customer must elect to exercise such option within thirty (30) days following Company's notice of an adjustment to Company's Published Price. The Price Protection Plan will be available to Customer, provided Customer is not in default of its obligations pursuant to this Tariff and will apply to Qualifying Metro Frame Relay Service.

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ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. Revenue Plan Arrangements (Continued)
      - 10. (Continued)
        - (a) If Customer elects to exercise such option at any time following the Commencement Date and continuing for a period ending twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute an amendment to the Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. (N) The amendment to the Revenue Plan agreement will set forth the then-current Published Price for all Qualifying Metro Frame Relay Service. The adjustment, if any, of the monthly recurring charges for Qualifying Metro Frame Relay Service will have an effective date not later than the first day of the latest calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of such amendment to Company.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. Revenue Plan Arrangements (Continued)
      - 10. (Continued)
        - If Customer elects to exercise such option at any time within a (b) period of twelve (12) months preceding the expiration of the Customer Commitment Period, Customer must execute a superseding Revenue Plan agreement within thirty (30) days of the receipt of Company's notification of a Published Price adjustment. The superseding Revenue Plan agreement will set forth (a) the then-applicable Published Price for all Qualifying Metro Frame Relay Service, (b) a Minimum Monthly Commitment equal to or greater than the then current Minimum Monthly Commitment, and (c) a revised Customer Commitment Period of at least one (1) year. The new Revenue Plan will have an effective date not later than the first day of the calendar month/billing period occurring within the sixty (60) days next following Customer's execution and delivery of the new Revenue Plan agreement to Company.

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- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - L. Revenue Plan Arrangements (Continued)
      - 10. (Continued)
        - (c) In the event a reduction (and only such reduction) in applicable charges pursuant to this Section causes the Aggregate Base Rate Charges to fall below the Minimum Monthly Commitment of the Revenue Plan then in effect, Customer may obtain a revision to the Minimum Monthly Commitment equal to the new level of Aggregate Base Rate Charges after applying the relevant Published Price to Qualifying Metro Frame Relay Service, provided, however, the applicable discounts shall also be adjusted to the corresponding Minimum Monthly level set forth in the discount schedules.
      - 11. Notwithstanding any provisions of this Tariff to the contrary and provided Customer is not in default of its obligations pursuant to this Tariff, Customer may cancel and upgrade Qualifying Metro Frame Relay Service, to higher speed Qualifying Metro Frame Relay Service ("Replacement Metro Frame Relay Service"), without being subject to any cancellation charge relevant to Company's Metro Frame Relay Service pursuant to this Tariff under the following conditions:
        - (a) Customer provides Company with a minimum forty-five (45) calendar days notice prior to the effective date of such cancellation and concurrently therewith submits a Service Order for Replacement Metro Frame Relay Service having a Requested Service Date therefor concurrent with the effective date of such cancellation:

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EFFECTIVE: September 13, 1999

ISSUED: September 10, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.8 <u>Metro Frame Relay</u> (Continued)
    - L. Revenue Plan Arrangements (Continued)
      - 11. (Continued)
        - (b) The Replacement Metro Frame Relay Service is available; and,
        - (c) The cities served by the Metro Frame Relay Service affected by the upgrade continue to be served by the Replacement Metro Frame Relay Service.
        - (d) Customer will be liable for costs, if any, reasonably incurred by Company from third parties (e.g., Local Access providers or interconnecting carriers) as a result of such cancellation, provided Company notifies Customer of such costs within a reasonable time following receipt of Customer's Service Order to effect a cancellation under this Section and obtain Replacement Metro Frame Relay Service and Customer does not cancel the Service Order in question.

#### M. Warranties

Frame Relay Service Satisfaction Warranty

New Customers or Customers desiring subscription to frame relay service which had not previously been available under this Tariff will obtain Company's Frame Relay Service Satisfaction Warranty (the "SSW") subject to the requirements described below.

(a) The Term for the Metro Frame Relay Service must be at least one (1) year.

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EFFECTIVE: September 13, 1999

ISSUED: September 10, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - M. Warranties
      - 1. Frame Relay Service Satisfaction Warranty (Cont.)
        - (b) A detailed description of Customer's prior network configuration for service which is converted to Metro Frame Relay Service (the "Prior Network Configuration") must be attached to the SSW. The description of the Prior Network Configuration shall include (for each circuit or connection): (i) the IXC speed (in the case of Private Line) or port speed (in the case of frame relay); (ii) the intraLATA port speed; (iii) the local access speed at each relevant Customer premise; (iv) the location address for each Customer premise; and, (v) the name of the carrier which provided services to Customer under the Prior Network Configuration.
        - (c) Complete Orders must be signed and submitted on or before ninety (90) calendar days from the date of the SSW.
        - (d) Orders must have a Requested Service Date occurring on or before one hundred and twenty (120) calendar days from the date of the SSW.

Company warrants to Customer that Customer may cancel Metro Frame Relay Service by written notice to Company at any time within the first one hundred and twenty (120) calendar days following the date of the SSW without incurring any cancellation charge or further liability whatsoever with respect to such Service after the effective date of cancellation. Customer will, however, be liable for charges for Metro Frame Relay Service provided through the date of cancellation. Metro Frame Relay Service may be canceled for any reason, however, Customer agrees to either describe the reason for cancellation or state that no reason for cancellation exists.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - M. Warranties (Continued)
      - 1. Frame Relay Service Satisfaction Warranty (Continued)
        - (f) In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes DS-0, DDS, FT-1 or DS-1 (or greater level) service (collectively "Private Line Service"), and/or frame relay service, Company agrees to pay Customer to revert the canceled Metro Frame Relay Service back to Customer's Prior Network Configuration (the "Switch Back") as provided below:

If Customer's Prior Network Configuration includes Private Line service provided by Company, then, for such service, Customer will not be charged any IXC installation charges or local access installation charges associated with the Switch Back.

If Customer's Prior Network Configuration includes Private Line Service provided by carrier(s) other than Company (the "Prior Carrier"), then, for such service, Company will (a) reimburse Customer the Prior Carrier's published or tariffed local access installation charges and Private Line Service installation charges directly related to the Switch Back (the "Qualified Charges") up to an amount per circuit (as described below) based on the level of Private Line Service for each relevant circuit in Customer's Prior Configuration (the "Private Line Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following notice of cancellation or within a period which is mutually agreed by Company and Customer.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

4.4 Other Service Offerings (Continued)

ISSUED: September 10, 1999

- 4.4.8 Metro Frame Relay (Continued) (N)
  - M. Warranties (Continued)
    - 1. Frame Relay Service Satisfaction Warranty (Continued)

LEVEL OF PRIVATE LINE SERVICE	PRIVATE LINE SWITCH BACK REIMBURSEMENT LIMIT PER CIRCUIT
DS-0	Up to \$2,000 in Qualified Charges
DDS	Up to \$2,500 in Qualified Charges
FT-1	Up to \$4,500 in Qualified Charges
DS-1	Up to \$5,000 in Qualified Charges
Greater than DS-1	Up to \$7,000 in Qualified Charges

In the event Customer cancels Metro Frame Relay Service in accordance with the SSW, and Customer's Prior Network Configuration includes frame relay service which was provided by a Prior Carrier, Company will (a) reimburse Customer the Qualified Charges up to an amount per network node (as described below) based on the node speed for each relevant port in Customer's Prior Configuration ("Frame Relay Switch Back Reimbursement"), and (b) terminate such Metro Frame Relay Service within ten (10) calendar days following written notice of cancellation or within a period which is mutually agreed by both Company and Customer.

SEP 13 1009

EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.8 Metro Frame Relay (Continued)
    - M. <u>Warranties</u> (Continued)
      - 1. <u>Frame Relay Service Satisfaction Warranty</u> (Continued)

NETWORK PORT SPEED	REIMBURSEMENT LIMIT PER PORT
56/64 Kbps Greater than 56/64K but less than 1.5 Mbps	Up to \$1,500 in Qualified Charges Up to \$2,500 in Qualified Charges
1.5 Mbps Greater than 1.5 Mbps	Up to \$5,000 in Qualified Charges Up to \$6,000 in Qualified Charges

(h) Any Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement due hereunder as described above shall be due and payable to Customer on or before sixty (60) calendar days from Customer's presentment to Company of a written statement of Qualified Charges and reasonable evidence of payment to the Prior Carrier (e.g., canceled check/receipt) by Customer.

FRAME RELAY SWITCH BACK

(i) Payment of the Private Line Switch Back Reimbursement or Frame Relay Switch Back Reimbursement shall, at Customer's option and as indicated in Customer's statement of Qualified Charges, be made by either (i) a credit against a Customer's then-current charges for services provided by Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

#### 4.4 Other Service Offerings (Continued)

#### 4.4.9 MCI WorldCom On-Net Service - Voice

#### A. Description

MCI WorldCom On-Net is an outbound, customized telecommunications service that may include an inbound service option using Business Line/WATS or Dedicated Access Line terminations and/or a virtual private network. MCI WorldCom On-Net provides a service for single or multi-location companies using switched, dedicated and card origination, and switched termination. This service is suitable for calling between company locations.

The rules and regulations governing the provision of service for toll free (inbound) service are identical to those for Toll-Free Service as filed in this Tariff, except where otherwise specified.

At the Customer's request and where feasible, the Company may permit the Customer to obtain other forms of access to the Customer's inbound service terminating location, or the Company may procure other forms of access to such location. All applicable recurring and non-recurring charges for such service will be calculated on an individual case basis, in accordance with the charges assessed by the Local Exchange Carrier or other access provider. The installation and monthly charges for any interface equipment associated with such access that is provided by the Company shall be calculated on an individual case basis. If the Company procures access for the Customer from the Local Exchange Carrier, the Customer's use of such access shall be in conformity with the regulations and other terms and conditions under which the Local Exchange Carrier provides such access.

This tariff is being offered to Kentucky customers that originate and terminate calls within the State. Intrastate service is provided in conjunction with interstate service and is available only to customers subscribing to interstate MCI WorldCom SEP 13 19 Oh-Net service as provided in WorldCom's interstate Tariff FCC No. 1 and FCC No. 2.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.9 MCI WorldCom On-Net Service Voice (Continued)
    - B. Definitions applicable to MCI WorldCom On-Net Service

The following definitions will apply for all usage rates:

<u>"Dedicated":</u> A non-switched connection between customer premises and a WorldCom Point of Presence.

<u>"Local"</u>: A switched connection between a customer premises and a Worldcom Point of Presence which is provided by WorldCom or a WorldCom affiliate.

<u>"Switched":</u> A switched connection between customer premises and a WorldCom POP which is not provided by WorldCom or a WorldCom affiliate.

- C. <u>Service Arrangements</u>
  - 1. MCI WorldCom On-Net Term Plan

The MCI WorldCom On-Net Term Plan is a term plan, in lieu of all other tariffed term plans. Customers who subscribe to this service through the Term Plan are subject to the terms and conditions following:

(a) Eligible Intrastate charges is the customer's total intrastate usage of the following, after the application of promotional and other discounts: intrastate inbound and outbound usage. Charges for the following are not included as eligible intrastate charges and will not receive Term plan Discounts: Directory Assistance usage and surcharges and Operator Assisted usage and surcharges.

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ISSUED: March 25, 2002

EFFECTIVE: March 26, 2002

Sandy Chandler
Six Concourse Parkway
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Atlanta, Georgia 30328

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- 4.4 Other Service Offerings (Continued)
  - 4.4.9 MCI WorldCom On-Net Service Voice (Continued)
    - C. <u>Service Arrangements</u> (Continued)
      - 1. MCI WorldCom On-Net Term Plan (Continued)
        - (b) Term Commitment and Renewal Options: A customer must commit to service for a term of service of either one, two, three, four, or five years. The term of service will commence no earlier than the fifteenth of the billing month in which the customer subscribes to the plan. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term unless the customer provides written notification to cancel the Term Plan, which must be received by WorldCom no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.
        - (c) Early Termination Charges:
          - (1) Cancellation or Discontinuance Without Liability: If: (i) the customer's use of WorldCom service under the Term Plan equals or exceeds the Customer's equivalent annualized minimum volume commitment and (ii) at the time of termination the customer is enrolled in a new Term Plan with a volume commitment which equals or exceeds the Customer's existing volume commitment, the customer may terminate service under the Term Plan without liability as follows: (i) the

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BY: STAND A STAND THE SECRETARY OF DESCRIPTION

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

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- 4.4 Other Service Offerings (Continued)
  - 4.4.9 MCI WorldCom On-Net Service - Voice (Continued)
    - C. Service Arrangements (Continued)
      - 1. MCI WorldCom On-Net Term Plan (Continued)
        - (c) Early Termination Charges: (Continued)
          - (1) Cancellation or Discontinuance Without Liability: (cont'd) customer may terminate service at any time during the last three months of the term of service if the customer's new Term Plan's term commitment is one year; or (ii) the customer may terminate service at any time during the last six months of the term of service if the customer's new Term Plan's term commitment is equal to or greater than two years.
          - (2) Cancellation or Discontinuance With Liability: Discontinuance of all services furnished under the Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge equal to the Underutilization Charge for the year of termination plus 50 percent of each annual volume commitment for each year remaining in the unfulfilled term of service.
            - (d) Term Commitment/Discounts: The following discounts will apply to the eligible intrastate charges based on the customer's term commitment.

EFFECTIVE: September 13, 1999

SEP 13 1009

ISSUED: September 10, 1999

- 4.4 Other Service Offerings (Continued)
  - 4.4.9 On-Net Service Voice (Continued)
  - C. Service Arrangements (Continued)
    - 1. On-Net Term Plan (Continued)

Term Commitment	<u>Discount</u>	Term Commitment	Discount
1 year	3%	4 year	9%
2 year	6%	5 year	9%
3 vear	9%	-	

### D. <u>Billing Increments</u>

Except as otherwise specified, all calls are subject to an 18-second minimum initial period and rounding to the next higher 6-second increment, except for Operator Assisted calls, which are subject to a 60-second initial period and rounding to the next 60-second increment. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

# E. <u>Usage Charges</u>

ORIGINATION TYPE: OUTBOUND	TERMINATION TYPE: OUTBOUND	Rate Per Minute	
Dedicated	Dedicated	0.1058	(l)
Dedicated	Switched	0.1158	(1)
Switched/Card	Dedicated	0.1592	•
Switched/Card	Switched	0.1692	•
Local Network Connection	Local Network Connection	0.0959	
Local Network Connection	Dedicated	0.0959	
Local Network Connection	Switched	0.1059	
Dedicated	Local Network Connection	0.1058	•
Switched/Card	Local Network Connection	0.1592	(l)
Card	Local Network Connection	0.1692	(1)
ORIGINATION TYPE: INBOUND	TERMINATION TYPE: INBOUND	Rate Per Minute	
Switched	Dedicated	0.1158	(l)
Switched	Switched	0.1692	
Local Network Connection	Local Network Connection	0.0959	
Local Network Connection	Dedicated	0.1058	
Local Network Connection	Switched	0.1592	•
Switched	Local Network Connection	0.1059	(l)
			7.3

For calls with Local Termination (as defined herein), a termination credit of \$0.01 per minute will apply.

The Terminating Credit described above does not apply to Card Accept UBLIC SERVICE COMMISSION

OF KENTUCKY EFFECTIVE

5/1/2006

PURSUANT TO 807 KAR 5:011

SECTEO (4) 5/1/06

Issued: 4/27/06

Erik Sanchez
Tariff Administrator
201 Spear Street, 9<sup>TH</sup> Floo
San Francisco, CA 94105

- 4.4 Other Service Offerings (Continued)
  - 4.4.9 MCI WorldCom On-Net Service Voice (Continued)
  - C. <u>Service Arrangements</u> (Continued)
    - 2. On-Net Plus Program
      - 1. <u>Eligibility:</u> To be eligible for this program, customers:
        - must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling;
        - must receive interstate service under Special Customer Arrangement (SCA) Guide Type 1, 2, 3, 4, 5, 6, 7, 8, or 9 as described in the WorldCom's "Service Publication and Price Guide" located on the Company's website at www.worldcom.com;
        - must be new business customers or existing business customers who is eligible for renewal of their contracts;
      - 2. <u>Usage Charges:</u> The following per-minute usage rates will apply to intrastate usage. Customers will be charged the following per minute rates for Inbound and outbound intrastate Service.

ORIGINATION TYPE: OUTBOUND	TERMINATION TYPE: OUTBOUND	1 YEAR TERM	<b>2 YEAR TERM</b>	
LOCAL NETWORK CONNECTION	LOCAL NETWORK CONNECTION	\$0.0000	\$0.0000	(I)
LOCAL NETWORK CONNECTION	DEDICATED	\$0.0764	\$0.0738	•
LOCAL NETWORK CONNECTION	SWITCHED	\$0.0764	\$0.0738	_
DEDICATED	LOCAL NETWORK CONNECTION	\$0.0836	\$0.0807	•
DEDICATED	DEDICATED OR SWITCHED	\$0.0836	\$0.0807	•
SWITCHED / CARD	LOCAL NETWORK CONNECTION	\$0.1221	\$0.1177	•
SWITCHED / CARD	DEDICATED	\$0.1221	\$0.1177	
SWITCHED / CARD	SWITCHED	\$0.1221	\$0.1177	(I)
ORIGINATION TYPE: INBOUND	TERMINATION TYPE: INBOUND	1 YEAR TERM	2 YEAR TERM	• •
LOCAL NETWORK CONNECTION	LOCAL NETWORK CONNECTION	\$0.0764	\$0.0738	(I)
LOCAL NETWORK CONNECTION	DEDICATED	\$0.0836	\$0.0807	(.,
LOCAL NETWORK CONNECTION	SWITCHED	\$0.1221	\$0.1177	•
SWITCHED / CARD	LOCAL NETWORK CONNECTION	\$0.0764	\$0.0738	•
SWITCHED / CARD	DEDICATED	\$0.0836	\$0.0807	•
SWITCHED / CARD	SWITCHED	\$0.1221	\$0.1177	
				(I)

Issued: 4/27/06

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floor San Francisco, CA 94105 By

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 5/1/2006

PURSUANT TO 807 KAR 5:011 SECT F 1/06

- 4.4 Other Service Offerings (Continued)
  - 4.4.9 MCI WorldCom On-Net Service - Voice (Continued)
    - E. Usage Charges (Continued)
      - Directory Assistance A charge of \$1.40 per call will be applied to all 2. customers of this Service requesting Directory Assistance for numbers within the state.
    - F. Non-Recurring Charges: The following non-recurring charges will apply:

Per Order	Per Location
\$ 50	\$25
600	N/A
0	N/A
50	N/A
50	N/A
20	N/A
	\$ 50 600 0 50 50

- Monthly Recurring Charges: The following monthly recurring charges will apply: G.
  - 1. Shared Access Charge: A \$5.00 monthly minimum charge will apply to each customer location using switched access. The Customer will be charged the difference between the Customer's actual usage charges (including surcharges) and \$5.00 per location during each monthly billing period.
  - 2. Service Fee: The following monthly service fee per service group, per toll-free number will apply:

**Business Line Terminations:** 

**Dedicated Terminations:** 

\$20.00

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Certain materials previously located on page 187 is now on this page.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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**PURSUANT TO 807 KAR 5:011** SECTION 9 (1)

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ISSUED: April 21, 2003

# 4.4 Other Service Offerings (Continued)

#### H. On-Net Plus Program

Eligibility: To be eligible for this program, customers:

- must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling;
- must receive interstate service under Special Customer Arrangement (SCA) Guide Type 1, 2, 3, 4, 5, 6, 7, or 8 as described in the WorldCom's "Service Publication and Price Guide" located on the Company's website at <a href="https://www.worldcom.com">www.worldcom.com</a>;
- must be new business customers or existing business customers who is eligible for renewal of their contracts;

#### **Usage Charges:**

The following per-minute usage rates will apply to intrastate usage. Customers will be charged the following per minute rates for Inbound and outbound intrastate Service.

ORIGINATION TYPE: OUTBOUND LOCAL NETWORK CONNECTION LOCAL NETWORK CONNECTION LOCAL NETWORK CONNECTION DEDICATED LOCAL DEDICATED SWITCHED / CARD SWITCHED / CARD SWITCHED / CARD	TERMINATION TYPE: OUTBOUND LOCAL NETWORK CONNECTION DEDICATED SWITCHED NETWORK CONNECTION DEDICATED OR SWITCHED LOCAL NETWORK CONNECTION DEDICATED SWITCHED	1 YEAR TERM \$0.0000 \$0.0623 (I) \$0.0623 (I) \$0.0681 (I) \$0.0995 (I) \$0.0995 (I) \$0.0995 (I)	\$0.0000 \$0.0601 (I) \$0.0657 (I) \$0.0657 (I) \$0.0959 (I) \$0.0959 (I) \$0.0959 (I)
ORIGINATION TYPE: INBOUND	TERMINATION TYPE: INBOUND	1 YEAR TERM	2 YEAR TERM
LOCAL NETWORK CONNECTION LOCAL NETWORK CONNECTION LOCAL NETWORK CONNECTION SWITCHED / CARD SWITCHED / CARD SWITCHED / CARD	LOCAL NETWORK CONNECTION DEDICATED SWITCHED LOCAL NETWORK CONNECTION DEDICATED SWITCHED	\$0.0623 (I) \$0.0681 (I) \$0.0995 (I) \$0.0623 (I) \$0.0681 (I) \$0.0995 (I)	\$0.0601 (I) \$0.0657 (I) \$0.0959 (I) \$0.0601 (I) \$0.0657 (I) \$0.0959 (I)

All material on this page is new.

ISSUED: December 31, 2002

EFFECTIVE: February 1, 2003

- 4.4 Other Service Offerings (Continued)
  - 4.4.9 MCI WorldCom On-Net Service Voice (Continued)
    - H. D Street Voice Service Calling Plan<sup>1</sup>

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- 1. <u>Eligibility:</u> To be eligible for this plan, customers:
- must subscribe to this plan via a Company-designated Internet site;
- must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intralata toll calling;
- must subscribe to the D Street Voice Service Calling Plan as described in the service publication and pricing guide found at www.worldcom.com;
- may not receive service under any other term plan, including but not limited to any other Optional Calling Plan, other than LD and Local Online Calling Plan, and WorldCom On-Net Voice Services Term Plan;
- must pay a rate that is described as a non-residential, commercial, or business rate in the applicable local exchange service tariff for switched service; and,
- may not receive service under a Special Customer Arrangement.
- 2. Definitions: For purposes of this plan, the following definitions apply:

"Eligible Intrastate Service" is defined as WorldCom On-Net Service Voice Outbound Service usage and Inbound Service usage that originate and terminates in one state.

<sup>1</sup>Efective November 1, 2002, D Street Voice Service Calling Plan will no longer available to new subscribers.

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ISSUED: October 31, 2002

EFFECTIVE: November 1, 2002

- 4.4 Other Service Offerings (Continued)
  - 4.4.9 MCI WorldCom On-Net Service Voice (Continued)
    - H. D Street Voice Service Calling Plan

Eligible Interstate Usage: WorldCom On Net Voice Services Outbound Service usage that originates in the U.S. Mainland and Hawaii and terminates in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and CNMI WorldCom On Net Voice Services Inbound Service usage that originates in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and CNMI and terminates in the U.S. Mainland and Hawaii.

3. Usage Charges:

Customers will be charged the following per minute rates for eligible inbound and outbound intrastate service:

Switched \$0.087 Dedicated \$0.059

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > MAR 26 2002

PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

SECRETARY OF THE COMMISSION

ISSUED: March 25, 2002

EFFECTIVE: March 26, 2002

Sandy Chandler Six Concourse Parkway Suite 3200 Atlanta, Georgia 30328 I T

# 4.4 Other Service Offerings (Continued)

- 4.4.9 MCI WorldCom On-Net Service Voice (Continued)
  - I. D Street Plus Voice Service Calling Plan

<u>Eligibility:</u> To be eligible for this plan, customers:

- must subscribe to this plan via a Company-designated Internet site;
- must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intralata toll calling;
- must subscribe to the D Street Plus Voice Service Calling Plan as described in the service publication and pricing guide found at www.worldcom.com;
- may not receive service under any other term plan, including but not limited to any other Optional Calling Plan, other than LD and Local Online Calling Plan, and WorldCom On-Net Voice Services Term Plan;
- must pay a rate that is described as a non-residential, commercial, or business rate in the applicable local exchange service tariff for switched service; and.
- may not receive service under a Special Customer Arrangement.

Definitions: For purposes of this plan, the following definitions apply:

"Eligible Intrastate Service" is defined as WorldCom On-Net Service Voice Outbound Service usage and Inbound Service usage that originate and terminates in one state.

<u>Usage Charges:</u> Customers will be charged the following per minute rates for eligible inbound and outbound intrastate service:

Switched

\$0.0995

(I)

Dedicated

\$0.0681

(1)

ISSUED: December 31, 2002

EFFECTIVE: February 1, 2003

# 4.4 Other Service Offerings (Continued)

# 4.4.9 MCI WorldCom On-Net Service - Voice (Continued)

# J. Affinity 1 Program

Eligibility: To be eligible for this plan, customers:

- \* must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intralata toll calling;
- must subscribe to the Affinity 1 Program as described in the service publication and pricing guide found at www.worldcom.com;
- \* must pay a rate that is described as a non-residential, commercial, or business rate in the applicable local exchange service tariff for switched service; and,
- \* may not receive service under a Special Customer Arrangement.

Definitions: For purposes of this plan, the following definitions apply:

"Eligible Intrastate Service" is defined as WorldCom On-Net Service Voice Outbound Service usage and Inbound Service usage that originate and terminates in one state.

# **Usage Charges:**

Customers will be charged the following per minute rates for Eligible inbound and outbound Intrastate Service.

Switched \$0.099

All material on this page is new.

ISSUED: March 5, 2003 EFFECTIVE: April 4, 2003

# 4.4 Other Service Offerings (Continued)

# 4.4.9 MCI WorldCom On-Net Service - Voice (Continued)

# K. Affinity 2 Program

Eligibility: To be eligible for this plan, customers:

- must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intralata toll calling;
- \* must subscribe to the Affinity 1 Program as described in the service publication and pricing guide found at www.worldcom.com;
- \* must pay a rate that is described as a non-residential, commercial, or business rate in the applicable local exchange service tariff for switched service; and,
- \* may not receive service under a Special Customer Arrangement.

Definitions: For purposes of this plan, the following definitions apply:

"Eligible Intrastate Service" is defined as WorldCom On-Net Service Voice Outbound Service usage and Inbound Service usage that originate and terminates in one state.

#### Usage Charges:

Customers will be charged the following per minute rates for Eligible inbound and outbound Intrastate Service.

Switched

\$0.099

All material on this page is new.

ISSUED: March 5, 2003

EFFECTIVE; April 4, 2003

### 4.4 Other Service Offerings (Continued)

### 4.4.9 MCI WorldCom On-Net Service - Voice (Continued)

#### L. Business Unlimited Program

Eligibility: To be eligible for this plan, customers:

- \* must designate a Company affiliate as its exchange service carrier and the Company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling;
- \* must subscribe to the Business Unlimited Program as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at <a href="www.worldcom.com">www.worldcom.com</a>; ("Companion Interstate Service") and to certain exchange service as described in the appropriate Company-affiliate exchange service tariff ("Companion Local Service") concurrent with enrollment in this plan;
- \* must subscribe to service under Special Customer Arrangement SCA Guide Types 2, 3, 4, 5, 6, 7, 8, 9, or 10 as described in The Guide.

#### Definitions:

For the purposes of this plan, the following definitions apply:

"Eligible Intrastate Service" is defined as MCI WorldCom On-Net Service-Voice Outbound Service (excluding Card) usage that originates and terminates in one state.

"Eligible Interstate Usage" is defined as MCI WorldCom On Net Services Option 1 Outbound Service (excluding Card) usage that originates in the U.S. Mainland and Hawaii and terminates in the U.S. Mainland, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam, and CNMI.

"Existing customers" are customers who, at the time of subscription to the plan, are receiving service under this tariff and the document containing the Companion Interstate Service.

"New customers" are customers who, at the time of subscription to the plan, are not receiving service under this tariff and the document containing the Companion Interstate Service.

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Certain materials previously located on this page can now e found on page 186. (N

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ISSUED: April 21, 2003

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SECTION 9 (1)
EFFECTIVE: May 21, 200

EXECUTIVE DIRECTOR

# 4.4 Other Service Offerings (Continued)

# 4.4.9 MCI WorldCom On-Net Service - Voice (Continued)

### L. Business Unlimited Program

Monthly Recurring Charges:

A monthly recurring charge will apply for the Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Local Service.

Offering

Monthly Recurring Charge (unlimited)

Unlimited

\$60

<u>Discounts</u>: These discounts are identical to, and shall not be in addition to, any discounts applicable to Companion Interstate Service and Companion Local Service.

Customers committing to a new term of service for 2 years or greater will receive a 5 percent discount on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts.

<u>Termination of Service</u>: The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other service offerings under this tariff:

For existing customers who disconnect Companion Local Service only offered in MCImetro Access Transmission Services, LLC. K.P.S.C. Tariff No. 3 the plan service offered under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically re-subscribed to the service offering under this tariff and The Guide to which the customer subscribed at the time of subscription to this plan.

For existing customers who disconnect Companion Local Service offered in MCImetro Access Transmission Services, LLC. K.P.S.C. Tariff No. 3 and Companion Intrastate Service, Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will then be automatically re-subscribed to the service offering under The Guide to which the customer subscribed at the time of subscription to this plan.

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ISSUED: April 21, 2003

#### 4.4 Other Service Offerings (Continued)

#### 4.4.9 MCI WorldCom On-Net Service - Voice (Continued)

#### L. Business Unlimited Program

Termination of Service: (Cont.)

For new customers who disconnect Companion Local Service only offered in MCImetro Access Transmission Services, LLC. K.P.S.C. Tariff No. 3, Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically subscribed to WorldCom On Net Voice Services Option 1 under The Guide and MCI WorldCom On-Net Service-Voice under this tariff.

For new customers who disconnect Companion Local Service offered in MCImetro Access Transmission Services, LLC, K.P.S.C, Tariff No. 3 and Companion Intrastate Service, Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically subscribed to WorldCom On Net Voice Services Option 1 under The Guide and MCI WorldCom On-Net Service-Voice under this tariff for intrastate interLATA service only.

#### Other Conditions:

Services under this plan, including Interstate Inbound Service and Interstate Card Service may not receive the benefits of any discounts or promotions including any term plan discounts except that customers will receive the benefits of the On-Net Plus Program for Domestic Intrastate Inbound Service and Intrastate Card Service Usage.

Customers who subscribe to service via a company-designated Internet site will receive Electronic Billing invoicing only.

The following disclaimers apply to Business Unlimited Line-based Service in addition to those set forth in the Service Attachment. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines per location, (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the Service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY WORLDCOM. WorldCom will install the Linebased Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside PUBLIC SERVICE COMMISSION wiring and special construction charges.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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ISSUED: April 21, 2003

Original Page No. 187.03

#### **SECTION 4 - SERVICE DESCRIPTION AND CHARGES**

### 4.4 Other Service Offerings (Continued)

# 4.4.9 MCI WorldCom On-Net Service - Voice (Continued)

#### M. Intrastate Plus

- 1. <u>Eligibility:</u> To be eligible for this program, customers:
- must designate a company affiliate as its exchange service carrier and the company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intralata toll calling;
- must receive interstate service under a New Special Customer Arrangement (SCA) Guide Type 6, 7, 8, 9 or 10 as described in the WorldCom's "Service Publication and Price Guide" located on the Company's website at www.worldcom.com;

### 2. <u>Usage Charges:</u>

The following per-minute usage rates will apply to Intrastate Usage. Customers will be charged the following per minute rates for Inbound and Outbound Intrastate Service.

	00111001			
ORIGINATION TYPE OUTBOUND	TERMINATION TYPE OUTBOUND	1 YEAR TERM	<b>2 YEAR TERM</b>	3 YEAR TERM
LOCAL NETWORK CONNECTION	LOCAL NETWORK CONNECTION	\$0.0000	\$0.0000	\$0.0000
LOCAL NETWORK CONNECTION	DEDICATED	\$0.0564	\$0.0547	\$0.0531
LOCAL NETWORK CONNECTION	SWITCHED	\$0.0564	\$0.0547	\$0.0531
DEDICATED	LOCAL NETWORK CONNECTION	\$0.0564	\$0.0547	\$0.0531
DEDICATED	DEDICATED OR SWITCHED	\$0.0564	\$0.0547	\$0.0531
SWITCHED / CARD	LOCAL NETWORK CONNECTION	\$0.0747	\$0.0725	\$0.0703
SWITCHED / CARD	DEDICATED	\$0.0747	\$0.0725	\$0.0703
SWITCHED / CARD	SWITCHED	\$0.0747	\$0.0725	\$0.0703
ORIGINATION TYPE: INBOUND	TERMINATION TYPE: INBOUND	1 YEAR TERM	2 YEAR TERM	3 YEAR TERM
LOCAL NETWORK CONNECTION	I LOCAL NETWORK CONNECTION	\$0.0564	\$0.0547	\$0.0531
LOCAL NETWORK CONNECTION	I DEDICATED	\$0.0564	\$0.0547	\$0.0531
LOCAL NETWORK CONNECTION	SWITCHED	\$0.0747	\$0.0725	\$0.0703
SWITCHED / CARD	LOCAL NETWORK CONNECTION	\$0.0564	\$0.0547	\$0.0531
SWITCHED / CARD	DEDICATED	\$0.0564	\$0.0547	\$0.0531
SWITCHED / CARD	SWITCHED	\$0.0747	\$0.0725	\$0.0703
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JUL 1 9 2003

ISSUED: June 18, 2003

Erik Sanchez 201 Spear Street, 9<sup>TH</sup> Floor San Francisco, CA 94105

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# Section 4 – SERVICE DESCRIPTION AND CHARGES

# 4.4 Other Service Arrangements (Cont'd)

# 4.4.9 MCI WorldCom Business Solutions

### A Description

(AT)

MCI WorldCom MCI WorldCom Business Solutions is a switched, outbound, customized telecommunications service that may include an inbound service option. Outbound service may originate via switched WATS/Business Line Access and calling card access; inbound service, if elected, may terminate via switched WATS/Business Line Access.

The rules and regulations governing the provision of service for toll free (inbound) service are identical to those for Toll Free Service.

This service is being offered to Kentucky customers that may have a requirement to make intrastate calls. Intrastate services is provided in conjunction with Interstate MCI WorldCom Business Solutions service and is available only to customers subscribing to interstate MCI WorldCom Business Solutions service provided in MCI WorldCom's Interstate Tariff F.C.C. No. 6.

# B. <u>Definitions</u>

The following definitions will apply for all usage rates:

<u>Switched</u> - A switched connection between a customer's premises and an MCI WorldCom POP which is not provided by MCI WorldCom or a MCI Worldcom affiliate.

<u>Card</u> - Call origination using a MCI WorldCom Business Solutions Card.

# C. Billing Increments

Except as otherwise specified, all calls are subject to a 30-second minimum initial period and rounding to the next higher 6-second increment, except for Operator Assisted calls, which are subject to a 60-second initial period and rounding to the next 60-second increment. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

(AT)

ISSUED: May 18, 2000

EFFECTIVE: May 19, 2000

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#### 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

#### 3.4 Other Service Arrangements (Cont'd)

#### 3.4.15 MCI WorldCom Business Solutions (Cont'd)

D. <u>Usage Charges</u>

Outbound Rates: The following per-minute rates will apply to MCI WorldCom Business Solutions usage: \$.1150

Inbound Rates: The following per-minute rates will apply to MCI WorldCom Business Solutions usage: \$.1150

# E. Monthly Recurring Charge

- 1. There is a monthly recurring charge of \$4.95, unless the customer bills more than \$50.00.
- 2. Toll Free Service Number Charge - \$4.00 per toll free number.

# F. Operator Services

Usage Rates for Operator Assisted Calling: The charges found in section 4.3.2 apply to outbound Operator Assisted calls excluding collect calls and calls which are billed by a third party made by customers using switched card access.

# G. Directory Assistance

An undiscountable charge per call will be applied to each call requesting Directory Assistance, subject to the rate and provisions set forth in Section 4.3.1.

# H. WorldCom Business Solutions Card Access

MCI WorldCom Business Solutions calling card access may originate from any touch-tone phone in the United States via a toll free number. Usage charges for outbound usage as indicated in section C herein will apply. A per-call surcharge of \$.40 will also apply.

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ISSUED: May 18, 2000

EFFECTIVE: May 19, 2000

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#### 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

#### 3.4 Other Service Arrangements (Cont'd)

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3.4.16 Verizon Business Services I is an outbound, customized telecommunications service that may include an inbound service option using Business Line/WATS or Dedicated Access Line terminations and/or a virtual private network. Verizon Business Services I provides a service for single or multi-location companies using switched, dedicated and card origination, and switched and dedicated termination.

Except as otherwise specified, all domestic Verizon Business Services I calls are subject to an 18-second minimum initial period and rounding to the next higher 6-second increment, except for Operator Assisted calls, which are subject to a 60-second initial period and rounding to the next 60-second increment.

If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.

The rules and regulations governing the provision of service for toll free (inbound) service are identical to those for Metered Use Service Verizon Business Services I (MCI 800 Service) except where otherwise specified.

This tariff is being offered to customers that have a requirement to make intrastate calls. Intrastate service is provided in conjunction with interstate Verizon Business service I service and is available only to customers subscribing to interstate Verizon Business Services I and Product Packages Guide Types 13, 14, 15 or 16 as provided in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizon.com; (Companion Interstate Service").

### <u>Usage</u>

### **Definitions**

The following definitions will apply for all usage rates:

"Dedicated": A non-switched connection between a customer's premises and an Verizon Point of Presence.

Local Network Connection: A switched connection between a customer premises and a MCI Point of Presence which is provided by Verizon or an MCI affiliate.

"Switched": A switched connection between a customer's premises and an MCI POP which is not provided by Verizon or an MCI affiliate

By

Card: Call origination using an Verizon Business Serices LICard ERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

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Issued: 4/27/06

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floo San Francisco, CA 94105

# SERVICE DESCRIPTION AND CHARGES (Cont'd)

# 3.4 Other Service Arrangements (Cont'd)

# 3.4.16 VerizonBusiness Services I (Cont.)

Intrastate Usage Rates

Outbound Rates: The following per-minute rates will apply to Verizon Business Services I usage.

Usage charges are based on origination type

ORIGINATION TYPE: OUTBOUND	TERMINATION TYPE: OUTBOUND	1 YEAR TERM	2 YEAR TERM	3 YEAR TERM
LOCAL NETWORK CONNECTION	LOCAL NETWORK CONNECTION	\$0.0564	\$0.0547	\$0.0531
LOCAL NETWORK CONNECTION	DEDICATED	\$0.0564	\$0.0547	\$0.0531
LOCAL NETWORK CONNECTION	SWITCHED	\$0.0564	\$0.0547	\$0.0531
DEDICATED	LOCAL NETWORK CONNECTION	\$0.0564	\$0.0547	\$0.0531
DEDICATED	DEDICATED OR SWITCHED	\$0.0564	\$0.0547	\$0.0531
SWITCHED / CARD	LOCAL NETWORK CONNECTION	\$0.0747	\$0.0725	\$0.0703
SWITCHED / CARD	DEDICATED	\$0.0747	\$0.0725	\$0.0703
SWITCHED / CARD	SWITCHED	\$0.0747	\$0.0725	\$0.0703

<u>Inbound Rates:</u> The following per-minute rates will apply to Verizon Business Services I usage.

Usage charges are based on termination type.

ORIGINATION TYPE: INBOUND	TERMINATION TYPE: INBOUND	1 YEAR TERM	2 YEAR TERM	3 YEAR TERM
LOCAL NETWORK CONNECTION	LOCAL NETWORK CONNECTION	\$0.0564	\$0.0547	\$0.0531
LOCAL NETWORK CONNECTION	DEDICATED	\$0.0564	\$0.0547	\$0.0531
LOCAL NETWORK CONNECTION	SWITCHED	\$0.0747	\$0.0725	\$0.0703
SWITCHED / CARD	LOCAL NETWORK CONNECTION	\$0.0564	\$0.0547	\$0.0531
SWITCHED / CARD	DEDICATED	\$0.0564	\$0.0547	\$0.0531
SWITCHED / CARD	SWITCHED	\$0.0747	\$0.0725	\$0.0703

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San Francisco, CA 94105

Issued: 4/27/06

# 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

# 3.4 Other Service Arrangements (Cont'd)

# 3.4.16 <u>Verizon Business Services I</u> (Cont.)

<u>Usage Rates for Operator Assisted Calling:</u> The following charges apply to outbound Operator Assisted calls made by customers using switched (including Verizon Business Services I Card Access) and dedicated access.

Classification (A): For calls within classification (a), as specified in Section 03.023 (excluding collect calls and calls which are billed by a third party), the usage rates found in Section 03.023 will apply.

<u>Classifications (C) and (D):</u> For calls within classifications (c) and (d), as specified in Section 03.023 (excluding collect calls and calls which are billed by a third party), the usage rates found in Section 03.023 will apply.

Operator Services Surcharges: Except as specified below, for all calls in classifications (a), (c) and (d), as specified in Section 3.0232 excluding collect calls and calls which are billed by a third party), the undiscountable surcharges, as set forth in Section 3.0232 will apply.

Surcharge
\$2.10
3.90
1.15

<u>Directory Assistance:</u> An undiscountable charge per call will be applied to each call requesting Directory Assistance, subject to the rate and provisions set forth in Section B-6.04 herein.

#### **Card Access**

Verizon Business Services I Access (via an Verizon Business Services I Card) may originate from any touch-tone phone in the United States via a toll free number. Usage charges as indicated in Section C-3.3112 will apply.

The following per-call surcharge will apply to each Verizon Business Services I Card call, other than calls to Directory Assistance:

Per Call

Surcharge \$0.75

\$0.75

By

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5/1/2006

PURSUANT TO 807 KAR 5:011

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**Executive Director** 

San Francisco, CA 94105

Issued: 4/27/06

# SERVICE DESCRIPTION AND CHARGES (Cont'd)

# 3.4 Other Service Arrangements (Cont'd)

<u>Toll Free Remote Access:</u> Allows access to the customer Verizon Business Services I network via a customer specific toll free number from anywhere in the U.S. This feature is available for calling within the customer's private network, with both 7- and 10-digit dialing plans, via switched access only. This feature is not available via Verizon Business Services I Card Access.

Per Call Surcharge

The following charge applies to each Verizon Business Services I Toll Free Remote Access call which originates and terminates within the state. This percall charge applies in addition to applicable usage charges as described above in Section C- 3.3112:

#### Term Plan

The Verizon Business Services I Term Plan is a term plan, in lieu of all other tariffed term plans. Customers who subscribe to Verizon Business Services I through the VerizonBusiness Services I Term Plan are subject to the terms and conditions outlined for Verizon Business service I in the Company's "Service Publication and Price Guide" located on the Company's website at www. Verizon.com, except for the discount on eligible intrastate charges as defined below.

Eligible Intrastate charges is the customer's total intrastate usage of the following, after the application of promotional and other discounts: intrastate inbound and outbound usage and Verizon I Business Services I Card, Verizon Business Services I

Remote Access (including surcharges). Charges for the following are not included as eligible intrastate charges and will not receive Verizon Busines Services

I Term plan Discounts: Directory Assistance usage and surcharges and Operator Assisted usage and surcharges.

Term Commitment/Discounts: The following discounts will apply to the eligible intrastate charges based on the customer's term commitment.

Term Commitment		Discount
1 year 2 year	3% 6%	
3 year 4 year 5 year	9% 9% 9%	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
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Issued: 4/27/06

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# SERVICE DESCRIPTION AND CHARGES (Cont'd)

# 3.4 Other Service Arrangements (Cont'd)

3.4.16.1

3.4.16 Verizon Business Services I (Cont.)

Verizon Business Services I Flex T1: is a flexible, integrated solution for small and medium businesses. The Flex T1 must be configured with a minimum of 8 circuits (of which 4 must be Local trunks). Beyond the 4 required Local trunks, the additional 4 circuits (in DS-0 increments) may be Integrated Internet Access, Frame Relay, Local, Local Trunks and Private Internet Protocol Services. Customers will be charged a per circuit/trunk charge for the additional 4 circuits and any circuits/trunks added on top of the required 8 circuits/trunks charges.

# Eligibility

Customer must subscribe to service under a Verizon Business Services Agreement or renew under a Verizon Business Services Agreement with a minimum 1 year commitment as described in the Company's "Service Publication and Price Guide" located on the Company's Internet site at <a href="https://www.verizon.com">www.verizon.com</a>.

Customer must also subscribe to the Verizon Business Services I Fle: offering as described in MCI Communications, Inc. KY PSC Tariff No. 1 ("Companion Intrastate Service").

The MCI Business Services I Flex T1 cannot be used in conjunction with the Verizon Business Services I Local and Long Distance Plan or the Verizon Business Services I Local and Long Distance Line Solution.

Issued: 4/27/06

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floo San Francisco, CA 94105 PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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#### 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

3.4 Other Service Arrangements (Cont'd)

3.4.16 <u>Verizon Business Services</u> I (Cont.)

3.4.16.1 Verizon Business Services I Flex T1: (Cont.)

> Monthly Recurring Charges: A monthly recurring charge will apply for the Plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. The Offer is available on a per-Local Trunk basis. The following Monthly Recurring Charges apply:

#### Service

# Flex T1

for 4 trunks of Local Additional circuit fee

### **Monthly Recurring Charge**

\$290 (\$240 in a Local Lit Building)

\$40 each per Local Trunk, Frame Relav DS-0, Private IP DS-0, and/or Integrated Internet Access DS-0

Customers are eligible to receive Verizon Business Services I Local discounts on top of the monthly recurring charge for: Integrated Internet Access, Frame Relay, Local, Local Trunks, and Private IP service.

#### **Additional benefits**

In addition to the monthly recurring charge, customers will receive the benefits of the Companion Intrastate Service as described in MCI Communications Services, Inc. KY PSC Tariff No. 1.

Non Recurring Charges: Applicable non-recurring charges apply to services under the Verizon Business Services I Flex T1 as specified in the Rate Schedule section of this tariff. Customers are eligible to utilize the Local Installation Waiver Promotion. MCI will waive the one-time installation charges which include Port charges and/or DS1 local loop access associated with the implementation of Integrated Internet Access. Frame Relay, Local Trunks, Private Internet Protocol Services within the 48 contiguous US States under this Agreement. Customer will receive the promotional waiver for the length of the contract term. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other

Governmental Charges will not be waived LIC SERVICE COMMISSION

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5/1/2006

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**Executive Director** 

Issued: 4/27/06

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# SERVICE DESCRIPTION AND CHARGES (Cont'd)

3.4 Other Service Arrangements (Cont'd)

# 3.4.17 <u>Verizon Business Services II Local & Long Distance</u>

(T)

Eligibility: To be eligible for this plan, the customer:

must designate the Company as its local exchange service carrier and the Company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling;

must subscribe to the Verizon Business Services II Local and Long Distance Line Solution Service as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website

http://global.verizon.com/publications/service\_guide/overview. ("Companion Interstate Service") and must subscribe to the Verizon Business Services I Local and Long Distance Line Solution Service offered in the MCI COMMUNICATIONS, INC. KY PSC Tariff No. 1.

must subscribe to service under Product Package Guide Types 18, 19, 20, or 21 as described in The Guide.

must be a new business services facilities-based customer or a new business services customer provisioned via UNE-Platform (UNE-P), or an existing business services facilities-based customer or an existing business services customer provisioned via UNE-P who is eligible for renewal under their existing term plan agreement.

<u>Non-recurring Charges:</u> Applicable non-recurring charges apply to services under this program as specified in this tariff.

#### Monthly Recurring Charges:

A monthly recurring charge will apply for the Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. Offering A is available on a per-Local Line basis, Offering B is available on a per-Local Trunk basis and Offering C is available on a per T-1 or ISDN-PRI basis. The following Monthly Recurring Charges apply:

Offering:

Monthly Recurring Charge

(per line, trunk, T-1 or ISDN-PRI)

A Plan 1

\$69.00

Plan 2

\$69.00

Issued: 4/27/06

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floo San Francisco, CA 94105 PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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#### 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

#### 3.4 Other Service Arrangements (Cont'd)

# 3.4.17 Verizon Business Services II Local & Long Distance

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Unless the state has established a different requirement, for Customers who reside within the most dense zone of the Top 50 MSA, as defined by the FCC in Docket No. 99-98. service is limited to a maximum of three lines per location. Customers whose service location resides outside of the most dense zone of the Top 50 MSA may order an unlimited number of lines.

В

\$65

C

\$1,400

### Benefits:

Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service usage.

### Features:

The following optional features are available for Local Line service under this plan in addition to the Local Line Standard Features. Applicable non-recurring and monthly recurring charges will apply to optional features as specified, except that the Feature Package 1 monthly recurring charges which are specified within this program.

> Local Line Optional Features Feature Package 1

Remote Call Forwarding

Voice Mail

Monthly Recurring Charge

Feature Package 1

\$5.00

Remote Call Forwarding

\$5.00

Discounts: These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service.

A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carrier's offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

By

Issued: 4/27/06

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floo San Francisco, CA 94105

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5/1/2006

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# SERVICE DESCRIPTION AND CHARGES (Cont'd)

# 3.4 Other Service Arrangements (Cont'd)

### 3.4.17 Verizon Business Services II Local & Long Distance

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<u>Termination of Service:</u> The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other service offerings under this tariff:

For existing customers who disconnect Companion Local Service only under this tariff, Companion Interstate Service offered under The Guide and Companion Intrastate Service offered in MCI COMMUNICATIONS, INC. KY PSC Tariff No. 1 will terminate and the customer will be automatically re-subscribed to the service offering under this tariff and The Guide to which the customer subscribed at the time of subscription to this plan.

For existing customers who disconnect Companion Local Service under this tariff and Companion Intrastate Service offered in MCI COMMUNICATIONS, INC. KY PSC Tariff No. 1., Companion Interstate Service under The Guide and Companion Intrastate Service will terminate and the customer will then be automatically re-subscribed to the service offering under The Guide to which the customer subscribed at the time of subscription to this plan.

For new customers who disconnect Companion Local Service under this tariff, Companion Interstate Service under The Guide and Companion Intrastate Service offered in MCI WORLDCOM COMMUNICATIONS, INC. KY PSC Tariff No. 1. will terminate and the customer will be automatically subscribed to Verizon Business Services II Voice Services Option 1 under The Guide and Verizon Business Services I Voice Service under MCI COMMUNICATIONS, INC. KY PSC Tariff No. 1.

For new customers who disconnect Companion Local Service under this tariff and Companion Intrastate Service offered in MCI COMMUNICATIONS, INC. KY PSC Tariff No. 1. Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically subscribed to Verzon Business Services II Voice Services Option 1 under The Guide.

#### Other Conditions:

Services under this plan are not eligible to receive the benefits of any discounts other than those stated above or promotions including any term plan discounts.

Customers who subscribe to service via a company-designated Internet site will receive Electronic Billing invoicing only.

The following disclaimers apply to Verizon Business service II Local and Long Distance Service in addition to those set forth in the Service Attachment. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines or 24 trunks per location, (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the Service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY MCI. MCI will install the Line-

based Service from the point of the local exchange carrier's smart-jack to the Customer's

premises. Customer will be responsible for all inside wring and special construction charges.
PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE 5/1/2006

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Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floor San Francisco, CA 94105

**Executive Director** 

Issued: 4/27/06

#### 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

#### 3.4 Other Service Arrangements (Cont'd)

#### 3.4.18 Verizon Business Services II Local

(T)

Eligibility: To be eligible for this program, customers:

must subscribe to service under Product Package Guide Type 18, 19, 20 or 21 as described in the Company's "Service Publication and Price Guide located on the Company's Internet site at http://global.verizoncom/publications/service\_guide/overview.

must be a new business services facilities-based customer or a new business services customer provisioned via UNE-Platform (UNE-P), or an existing business services facilities-based customer or an existing business services customer provisioned via UNE-P who is eligible for renewal under their existing term plan agreement.

Eligible Charges: Monthly recurring charges for Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct, Local ISDN-PRI T-1 charge, Local Trunk T-1 charge, DID number charge and optional features.

#### Features:

The following optional features are available for Local Line service in addition to the Local Line Standard Features. Applicable non-recurring and monthly recurring charges for optional features will apply as specified, except for Feature Package 1 monthly recurring charges which are specified within this program.

Local Line Standard Features Feature Package 1 Remote Call Forwarding Voice Mail

Features and applicable feature charges for ISDN-PRI are available as described in this tariff. Grouping of telephone numbers can be obtained in blocks of 20 DID numbers or 100 DID numbers, as applicable, for Local Trunk-DID and Local Trunk-2 Way Direct service. Applicable monthly recurring charges will apply for blocks of 20 DID or 100 DID numbers, as applicable, numbers as specified herein.

Issued: 4/27/06

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# 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

# 3.4 Other Service Arrangements (Cont'd)

#### 3.4.19 Verizon Business Services II Local

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Non-Recurring Charges: Applicable non-recurring charges apply to services under this program as specified in this tariff.

<u>Monthly Charges</u>: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

#### Monthly Recurring Charge

Flat Rate Pricing Structure Local Line (per line) Plan 1: \$35.00

Plan 2: \$35.00

Local Trunks (Basic, DID and 2 Way Direct)	\$40.00
(Per trunk)	
Local Trunks (Basic, DID and 2 Way Direct)	\$672.00
(Per T-1)	
Local ISDN-PRI (Per T-1)	\$672.00
Feature Package 1	\$5.00
Remote Call Forwarding	\$20
Voice Mail	\$5.00
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**Metered Rate Pricing Structure** 

Regional Metered Line/ List Rate Metered \$34.00

Regional Metered Line Local Per Minute Rate \$0.0475

Local Metered T1/ISDN-PRI \$540 per T1/ISDN-PRI

Local Metered T1/ ISDN- PRI Per Minute Rate \$0.005/minute

Metered Feature Package (optional)\*

\$19

\*Metered Feature Package includes:

- Calling Party Number delivery (outbound) with Caller ID Blocking Selective OR
- Caller ID Blocking-Complete (mutually exclusive to CPN Delivery)
- Call Forward Variable
- Caller Transfer OR Three-way Conference Calling
- Speed Dial (8 codes)
- Caller ID w/Name (inbound)
- Call Waiting/ Cancel Call Waiting

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Floor 105 By

**Executive Director** 

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#### 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

#### 3.4 Other Service Arrangements (Cont'd)

#### 3.4.20 **Verizon Business Services II Local**

**(T)** 

#### Benefits:

Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service usage.

Unless the state has established a different requirement, for Customers who reside within the densest zone of the Top 50 MSA, as defined by the FCC in Docket No. 99-98, service is limited to a maximum of three lines per location. Customers whose service location resides outside of the most dense zone of the Top 50 MSA may order an unlimited number of lines.

Discounts: These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service.

A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carrier's offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for up to a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

The following disclaimers apply to Stand Alone Verizon Business Services II Local Line-based Service in addition to those set forth in the Service Attachment. Customer understands that use of the Service is restricted in the following manner: (i) Customer may not utilize auto-dialers or any similar type of device in connection with the Service; and (ii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY MCI. MCI will install the Line-based Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside wiring and special construction charges.

Issued: 4/27/06

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# 3. SERVICE DESCRIPTION AND CHARGES (Cont'd)

3.4 Other Service Arrangements (Cont'd)

#### 3.4.21 Verizon Business Services Flex T1

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**Product Description** 

The Verizon Business Services Flex T1 is a flexible, integrated solution for small and medium businesses. The Flex T1 must be configured with a minimum of 8 circuits (of which 4 must be Local trunks). Beyond the 4 required Local trunks, the additional 4 circuits (in DS-0 increments) may be Integrated Internet Access, Frame Relay, Local, Local Trunks and Private Internet Protocol Services. Customers will be charged a per circuit/trunk charge for the additional 4 circuits and any circuits/trunks added on top of the required 8 circuits/trunks charges.

#### **Eligibility**

Customer must subscribe to service under a VerizonBusiness Services Agreement or renew under a Verizon Business Services Agreement with a minimum 1 year commitment as described in the Company's "Service Publication and Price Guide" located on the Company's Internet site at <a href="http://global.verizon.com/publications/service\_guide/overview">http://global.verizon.com/publications/service\_guide/overview</a>.

Customer must also subscribe to the Verizon Business Services Flex T1 offering as described in MCI COMMUNICATIONS, INC. KY PSC Tariff No. 1 ("Companion Intrastate Service").

The VerizonBusiness Services Flex T1 cannot be used in conjunction with the Verizon Business Services I Local and Long Distance Plan, the Verizon Business Services I Local and Long Distance Line Solution, or the Verizon Business service II Local and Long Distance Plan.

Monthly Recurring Charges: A monthly recurring charge will apply for the Plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. The Offer is available on a per-Local Trunk basis. The following Monthly Recurring Charges apply:

#### Service

#### **Monthly Recurring Charge**

Flex T1

\$290 (\$240 in a Local Lit Building) for 4 trunks of Local

Additional circuit fee

\$40 each per Local Trunk, Frame Relay DS-0, Private IP DS-0, and/or Integrated Internet Access DS-0

Customers are eligible to receive Verizon Business Services I Local discounts, or Verizon Business Services II Local discounts on top of the monthly recurring charge for: Integrated Internet Access, Frame Relay, Local, Local Trunks, and Private IP service.

Issued: 4/27/06

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5/1/2006

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#### SERVICE DESCRIPTION AND CHARGES (Cont'd) 3.

- 3.4 Other Service Arrangements (Cont'd)
- 3.4.21 **Verizon Business Services Flex T1**

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Additional benefits

In addition to the monthly recurring charge, customers will receive the benefits of the Companion Intrastate Service as described in MCI COMMUNICATIONS, INC. KY PSC Tariff No. 1.

Non Recurring Charges: Applicable non-recurring charges apply to services under the VerizonBusiness Services Flex T1 as specified in section 3.4.19. Customers are eligible to utilize the Local Installation Waiver Promotion or the Verizon Business Services II Local Installation Waiver Promotion. MCI will waive the one-time installation charges which include Port charges and/or DS1 local loop access associated with the implementation of Integrated Internet Access, Frame Relay, Local, Local Trunks, Private Internet Protocol Services within the 48 contiguous US States under this Agreement. Customer will receive the promotional waiver for the length of the contract term. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

Issued: 4/27/06

Erik Sanchez Tariff Administrator 201 Spear Street, 9TH Floor San Francisco, CA 94105

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5/1/2006

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# 4.5 Miscellaneous Charges

# 4.5.1 Trouble Location Charges

The customer shall be responsible for payment of maintenance of facilities charge for visits by Company personnel to the customer's premises. These charges may also involve trouble reports resulting from equipment provided by other than WorldCom, in which event no credit will be allowed for interruptions involved, or in the event the trouble is not found in the Company's facilities and the customer has specifically requested a dispatch of Company personnel.

# A. Hourly Rates

Basic Rate

\$50.00

(Monday through Friday 8AM-5PM)

2. Overtime Rate

\$75.00

(work initiated prior to the Basic Rate period and completed during the Basic Rate period or work initiated during the Basic Rate period and completed after the Basic Rate period during weekdays)

3. Premium Time (all other times)

\$100.00

(If an employee of the Company is called out at a time not consecutive with his scheduled work period is subject to a minimum charge of four hours.)

### 4.5.2 Reconnection Charge

A customer whose service has been disconnected by the Company due to any of the circumstances listed in Section 2 preceding will be required to pay a \$10.00 fee in order to re-connect their service.

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

Sandy Chandler Six Concourse Parkway Suite 3200 Atlanta, Georgia 30328

#### 4.5 Miscellaneous Charges

#### 4.5.3 No Fault Found Dispatch Charge for Business Customers

The Customer is responsible for the payment of a No Fault Found Dispatch Charge when:

when requested by the Customer, maintenance personnel visit the Customer's premises, and

as a result of the visit, the proper functioning of the WorldCom service is confirmed (i.e., the cause of the trouble condition was other than a malfunction of a WorldCom service or of WorldCom maintained equipment). This can include, but not be limited to, customer requested dispatches.

Where the root cause of a trouble is proven to be within the scope of the customer's or customer's vendorowned equipment not maintained by WorldCom.

Where the root cause of a trouble has been proven to be within the scope of the customers or customer's vendor-owned inside wiring.

To provide WorldCom technical assistance to the customer or customer's vendor in performing specific testing to isolate a problem which has been proved off the WorldCom network and is not within any WorldCom contract supported area.

To provide WorldCom technical assistance to the customer or customer's vendor in isolating or repairing a fault or installation support for areas not within WorldCom contract supported equipment, network or services.

In which the root cause of a trouble has been proven to be off the WorldCom network and is not within any WorldCom contract supported area and proves to be within the scope of the customer's or customer's vendor-owned network.

The charges are non-recurring, and are charged per visit as follows: (The Customer will be notified of these charges before they are incurred.)

Normal Working Hours: \$265 per visit

Outside of Normal Working Hours: \$400 per visit

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the Customer's Premises on these holiday's will also be considered "Outside of Normal Working Hours"

- \* New Year's Day
- \* Martin Luther King Jr. Day
- Presidents' Day

- Memorial Day Day
- Independence Day
- Labor Day

- Thanksgiving Day
- after Thanksgiving
- \* Christmas Day PUBLIC SERVICE COMMISSION OF KENTUCKY FEETICTIVE

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ISSUED: April 21, 2003 EFFECTIVE: May 21, 2003

#### 4.5 <u>Miscellaneous Charges</u>

# 4.5.4 <u>Telecommunications Service Priority (TSP)</u>

The Telecommunications Service Priority (TSP) program is a federally-established program under which the Office of Priority Telecommunications in the Executive Office of the President prioritizes the restoration and provisioning of telecommunications services including services to private companies and institutions -- that support national security or emergency preparedness (NS/EP). The FCC defines telecommunications services under the TSP program to include the sending and receiving of signals or most any kind, by virtually any means. NS/EP services are those used to maintain a state of readiness or to respond to and manage any event or crisis (local, national, or international) that causes or could cause injury or harm to the population, damage to or loss of property, or that degrades or threatens the NS/EP posture of the United States. For telecommunications services enrolled in the program, the Company will provision and restore TSP-coded circuits, and provide TSP Special Construction services, under the terms set forth in this TSP service product description, and as required by the FCC's TSP regulations (currently at 47 CFR Part 64, Subpart D, Appendix A), and other applicable law. TSP services are in two categories: Priority Provisioning (including Emergency Provisioning and Essential Provisioning) and Priority Restoration.

Customers are subjected to the features, rate and charges as described in the Company's "Service Publication and Price Guide" (The Guide), located on the Company's website at www.mci.com

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Effective: October 3, 2003

Issued: September 3, 2003

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floor San Francisco, CA 94105 . (N)

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# **SECTION 5 - PROMOTIONAL OFFERINGS**

# 5.1 Description

The Company will, from time to time, offer special promotions to its customers. Said promotions will be of a limited duration and may be restricted to certain dates, times, locations, and/or service options, subject to prior notification and approval of the Kentucky Public Service Commission.

SSP 13 599

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

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#### **SECTION 5 - PROMOTIONAL OFFERINGS**

#### 5.1.1 MCI Loyalty Plus Promotion I

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Offer: Existing Company customers who simultaneously order a new eligible Company service "unit" (see table below) and enroll that unit in this promotion will receive the following benefit: a one-time credit in the amount indicated in the table below, applied to the monthly recurring charges for the new Company service unit. The credit will be applied to the second full-month's invoice following activation of the new service unit. To receive the benefits of this promotion, each eligible service unit must be active, with no pending cancellation request, at the time the credit is applied. Except for this one-time credit, this promotion does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following promotion enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This promotion applies only with respect to new eligible Company service units ordered between September 3, 2004 and September 30, 2004, for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one Company service which has been actively billing for at least 90 days prior to enrollment in this promotion.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive the benefits of any other promotional offering or discounts, other than Special Customer Arrangements (SCA) Guide Types 2, 3,4,5,6,7, 8, 9 13, 14, 15 or 16 as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at <a href="https://www.mci.com">www.mci.com</a> on any enrolled unit.

#### TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub-product	1	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice				
	Local and Long Distance Service- Trunk Solution	Line/Trunk	<b>\$</b> 50	Υ
	Local and Long Distance Service- Line Solution II	3	<b>\$</b> 50	Υ

Issued: August 4, 2004

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**Executive Director** 

#### **SECTION 5 - PROMOTIONAL OFFERINGS**

#### 5.1.2 MCI Loyalty Plus Promotion II

Offer: Existing Company customers who simultaneously order a new eligible Company service "unit" (see table below) and enroll that unit in this promotion will receive the following benefit: two credits in the amount indicated in the table below, applied to the monthly recurring charges for the new Company service unit. The credits will be applied to the second full-month's and the sixth full-month's invoice following activation of the new service unit. To receive the benefits of this promotion, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these two credits, this promotion does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following promotion enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This promotion applies only with respect to new eligible Company service units ordered between September 3, 2004 and September 30, 2004, for installation within 30 days of order (or by Company's quoted installation date if later), by Customer with at least one Company service which has been actively billing for at least 90 days prior to enrollment in this promotion.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive the benefits of any other promotional offering or discounts, other than Special Customer Arrangements (SCA) Guide Types 2, 3,4,5,6,7, 8, 9 13, 14, 15 or 16 as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at <a href="https://www.mci.com">www.mci.com</a> on any enrolled unit.

#### TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub-product	3	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice				
	Local and Long Distance Service- Trunk Solution	Line/Trunk	\$50	Υ
	Local and LongDistance Service- Line Solution II	Line/Trunk	\$50	Υ

Issued: August 4, 2004

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EFFECTIVE 09/03/2004

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Executive Director

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#### SECTION 5 - PROMOTIONAL OFFERINGS

#### 5.1.3 MCI Loyalty Plus Promotion III

Offer: Existing Company customers who simultaneously order a new eligible Company service "unit" (see table below) and enroll that unit in this promotion will receive the following benefit: three credits in the amount indicated in the table below, applied to the monthly recurring charges for the new Company service unit. The credits will be applied to the second full-month's, sixth full-month's, and twelfth full-month's invoice following activation of the new service unit. To receive the benefits of this promotion, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these three credits, this promotion does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following promotion enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This promotion applies only with respect to new eligible Company service units ordered between September 3, 2004 and September 30, 2004, for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one Company service which has been actively billing for at least 90 days prior to enrollment in this promotion.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive the benefits of any other promotional offering or discounts, other than Special Customer Arrangements (SCA) Guide Types 2, 3,4,5,6,7, 8, 9 13, 14, 15 or 16 as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at <a href="https://www.mci.com">www.mci.com</a> on any enrolled unit.

#### TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub-product	1	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice				
	Local and Long Distance Service- Trunk Solution		\$50	Y
	Local and Long Distance Service- Line Solution II	<b>3</b>	\$50	Y

Issued: August 4, 2004

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floor San Francisco, CA 94105 PUBLIC SERVICE COMMISSION OF KENTUCKY

09/03/2004

Effective ANSeptember 13, 1200 411

SECTION 9 (1)

**Executive Director** 

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Original Page No. 189.4

#### **SECTION 5 - PROMOTIONAL OFFERINGS**

#### 5.1.4 MCI Business Services Satisfaction Guarantee - Install Guarantee

Offer:

A credit equal to the charges, excluding third-party charges, pass-through charges and expedite charges, paid by Customer for service installed under Customer's new term plan and prior to March 31, 2004: (i) which Company fails to install on or before the installation date specified in the Company's agreement with the Customer, excluding failure which results from Customer order change or any other act or omission by the Customer, as determined in the Company's sole discretion; and, (ii) about which failure Customer submits to Company an Installation Commitment Submission Form, located on Company Internet site, <a href="www.mci.com">www.mci.com</a>, within 30 days of the scheduled installation date.

<u>Eligibility:</u> Between December 8, 2003 and March 31, 2004, Customer must: enroll in this promotion; and,enter into a new term plan with a term of service which equals or exceed one year.

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Effective: December 8, 2003

Issued: December 5, 2003

Erik Sanchez Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floor San Francisco, CA 94105

#### SECTION 5 - PROMOTIONAL OFFERINGS

#### 5.1.5 MCI Business Services II Local Availability Enhancement Promotion

Offer: MCI Customers currently enrolled in an On-Net Term Plan are eligible to receive MCI Business Services II Local Pricing as found in the Companion Local Tariffs. Customers adding Local service for the first time to their On-Net Term Plan with a minimum one-year term commitment are eligible to receive the benefits described in the following offers as specified in Section 3.4.16.

- MCI Business Services II Local
- MCI Business Services II Local and Long Distance
- MCI Business Services II Local Line Solution
- MCI Business Services II Local and Long Distance Line Solution

Customers will receive the discounts under the term plan applicable to their agreement in lieu of any other term-based discount.

Eligibility: This promotion applies only with respect to On-Net term plan customers who do not currently have MCI as their Local Service Provider. In addition, promotion only applies to new circuits of MCI Business Services I service ordered between March 1 and May 31, 2005. Customers may not receive the benefits of non-promotional discounts or credits.

#### 5.1.6 MCI Business Services II Install Waiver Promotion

Beginning March 1, 2005 and ending May 31, 2005, the Company will offer this promotion to all new business facilities based customers or UNE P delivery customers who convert existing local exchange service from another local exchange carrier to MCImetro Local Services or existing customers adding MCImetro Local Services. To receive the benefits of this promotion, customer must commit, at the time of converting to MCImetro Local Service, to at least a one year term commitment. Eligible customers will have the installation charges listed below waived for new circuits implemented within the promotional period:

#### **Account Setup**

Account Charges (including Moves, Changes, Additions and Billing Record Changes) Line Connection Charges (Local Line, Local Trunk-Basic, Local TrunkDID, Local Trunk-2 Way Direct) Direct Inward Dialing (DID)/2 Way Direct Installation for Blocks of DID/2 Way Direct Numbers Non-Recurring Charges for Local ISDN-PRI T-1 installation and optional features Selective Call Screening Non-Recurring Charge Non-Recurring charges for Optional Features Additional Telephone Number Listing (set up charge) Alternative Call Listing (set up charge) Restoral charges (set up charge) Toll Restrictions (set up charge) Call Assistance Install (set up charge) Voice Mail

An automatic waiver of all associated Local installation fees will occur for only those circuits added during the period of 3/1/05 - 5/31/05. Customers who receive service under a Special Contract Arrangement (SCA) are eligible to receive the benefits of this promotion.

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> **EFFECTIVE** 3/01/2005

PURSUANT TO 807 KAR 5:011

Effective: CMposhol (2005

Issued: January 31 2005

Erik Sanchez Tariff Administrator 201 Spear Street, 9TH Floor San Francisco, CA 94105

**Executive Director** 

#### **SECTION 5 - PROMOTIONAL OFFERINGS**

#### 5.1.7 Local T1 Rewards Promotion

#### Offer

Eligible customers, as defined below, who enroll in this promotion and subscribe to facilities based MCI Local T1 and/or PRI Service ("Promotional Service") will receive a waiver of monthly recurring charges for Promotional Service, applied to Customer's first, second (if eligible), third (if eligible), and fourth (if eligible) invoice(s) following activation of Promotional Service. In addition, customer will receive a waiver of DID block monthly recurring charges for the duration of the Customer's MCI Services Agreement ("Agreement").

#### Benefit

Term	Benefit
1 year	Waiver of one month Promotional Service and monthly recurring charges for DID blocks for duration of Agreement.
2 year	Waiver of two months Promotional Service and monthly recurring charges for DID blocks for duration of Agreement
3+ year	Waiver of three months Promotional Service and monthly recurring charges for DID blocks for duration of Agreement.

#### **Eligibility**

Issued: January 31 2005

- New customers and existing customers who enroll in an Agreement and, for the first time, subscribe to MCI Business Services I Local, MCI Business Services I Local Line Solution, MCI Business Services I Local and Long Distance, MCI Business Services Local and Long Distance Line Solution, MCI Business Services II Local or MCI Business Services II Local and Long Distance in combination with MCI Full Local T1/ PRI service.
- Existing MCI Local customers enrolled in an Agreement having a three-year or greater term with a minimum of 12 months remaining who order additional Promotional Service are eligible to receive a waiver of three months Promotional Service.
- Existing MCI Local customers enrolled in an Agreement having a two-year term commitment with a minimum of 12 months remaining who order additional Promotional Service are eligible to receive a waiver of two months Promotional Service.
- Customers must enroll between March 1, 2005 and May 31, 2005.
- Promotional Benefit applies only to Promotional Service ordered during the promotion enrollment period, for installation completed by June 30, 2005.
- Customer may not receive the benefits of MCI Loyalty Plus I, MCI Loyalty Plus II and MCI Loyalty Plus III promotions on Promotional Service.
- Customers who subscribe to MCI Business Service Flex T1, UNE-P, Local Lines, Trunk and Metered Rate service are not eligible.

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3/01/2005

PURSUANT TO 807 KAR 5:011 Effective: Marsho1 (12005

Tariff Administrator 201 Spear Street, 9<sup>TH</sup> Floor San Francisco, CA 94105

Erik Sanchez

**Executive Director** 

# 6.1 <u>Description</u>

Service offerings listed herein are classified as "grandfathered." Grandfathered services are furnished subject to all the Rules and Regulations of the tariff the same as would be applicable if the service offerings were not grandfathered. No new installations for these services will be made. Existing customers may remain with the service unless the Company provides thirty (30) days written notice that the service will be discontinued. Grandfathered services with no subscribed customers will be removed from the tariff with prior Commission approval.

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

# 6.2 <u>Grandfathered Services</u>

### 6.2.1 <u>"The Answer" Family of Services</u>

### A. Description

"The Answer" is a family of service offerings that offers a unified service for single or multi-location customers using switched, dedicated, and OnLINE card origination and switched or dedicated toll-free (in WATS) termination. "The Answer" package includes the availability of switched and dedicated access termination with peak and off peak rates, volume discounts, accounting codes, call detail, and a consolidated invoice for all locations. All fractional per call charges will be rounded to the nearest whole cent.

"The Answer" I is available as an outgoing switched product with origination via FGD, equal access lines. "The Answer" II is available as an outgoing dedicated product via customer-provided dedicated access line (DAL) or T-1 access. "The Answer" III is a toll-free product via regular business lines. "The Answer" IV is a toll-free product via customer-provided dedicated access line (DAL) or T-1 service. The OnLine "Answer" Card is available as a calling card service.

# B. Service Arrangements

# 1. <u>"The Answer" Extended Service Plan ("ESP")</u>

"The Answer" services are available to customers through an Extended Service Plan ("ESP") option if the customer agrees to commit to such service for a term of twelve (12), twenty-four (24), or thirty-six (36) months and to generate a minimum monthly gross usage as outlined in (c) below. Customers who elect the Answer ESP option are subject to the following:

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.1 "The Answer" Family of Services (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. "The Answer" Extended Service Plan ("ESP") (Continued)
        - (a) Customers must indicate what Answer service or services are to be included in the ESP. The discounts provided under this option become effective with the first full month's usage.
        - (b) Customers must reach the minimum usage requirement associated with each Answer ESP option by the fourth invoice period and monthly thereafter.
        - (c) Customers who elect ESP for "The Answer" I or III must meet the minimum usage requirement of \$250 per month per account for each service. Customers who elect ESP for "The Answer" II or IV must meet the minimum usage requirement of \$1,000 per month per account for each service. A minimum commitment does not apply to the OnLine "Answer" calling card service.
        - (d) Customers who do not generate the monthly minimum required in a given month will be billed the monthly minimum in lieu of the actual usage for that month. No discounts will be applied if usage does not reach required ESP option monthly minimum.

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.1 <u>"The Answer" Family of Services</u> (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. "The Answer" Extended Service Plan ("ESP") (Continued)
        - (e) Customers who terminate service prior to the end of the term of commitment will be billed the minimum usage requirement times the number of full or partial months remaining in the term in one lump sum. This charge will not apply to Answer customers who convert from an Answer service to another Company service with equal or greater term and minimum requirement commitments.
        - (f) All customer requests to commence or terminate an Answer ESP must be made in writing to the Company and received no later than the last day of the month proceeding the month in which the desired action is to take effect. The customer must provide written notification to cancel the ESP, which must be received by the Company not less than 30 days prior to the expiration of the term commitment. If such notification is not received by the Company within this timeframe, the Answer ESP agreement will be automatically renewed for a new term of commitment.

Customers who subscribe to "The Answer" through an ESP option will receive the following discounts in lieu of those described in Section 6.2.1.F (following). This discount is applied to all usage and is given only to customers who have met the monthly minimum usage requirement.

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ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.1 "The Answer" Family of Services (Continued)

# B. <u>Service Arrangements</u> (Continued)

# 1. "The Answer" Extended Service Plan ("ESP") (Continued)

Total domestic and international usage contributes to discount level, including OnLine "Answer" card usage. Directory Assistance calls are not added to the total of monthly usage to determine the appropriate discount nor are they discounted. The discount percentage will apply to all domestic Peak usage, including OnLine "Answer" calling card usage.

				% Discount		
	12 Mo	nth ESP	24 Moi	nth ESP	36 Moi	nth ESP
	<u>Peak</u>	Off Peak	<u>Peak</u>	Off Peak	<u>Peak</u>	Off Peak
Monthly Usage (\$)						
\$0 - \$249.99	0%	0%	0%	0%	0%	0%
\$250 - \$999.99	12%	7%	15%	10%	17%	12%
\$1,000- \$2499.99	14%	7%	17%	10%	19%	12%
\$2,500- \$4999.99	16%	7%	19%	10%	21%	12%
\$5,000- \$7499.99	18%	7%	21%	10%	23%	12%
\$7,500- \$9999.99	20%	7%	23%	10%	25%	12%
\$10,000-\$24999.99	22%	7%	25%	10%	27%	12%
\$25,000-\$49999.99	24%	7%	27%	10%	29%	12%
\$50,000 plus	26%	7%	29%	10%	31%	12%

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.1 <u>"The Answer" Family of Services</u> (Continued)

# C. Rate Periods

The time of day rate periods for Answer Services will be Peak and Off-Peak. Peak rates apply to all calls that occur between 7AM and 7PM Monday through Friday, except on Company-recognized holidays. Off Peak rates apply to all other calls.

# D. <u>Billing Increments</u>

"The Answer" products are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment. The OnLine "Answer" Card usage is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter.

# E. Per Minute Rate Schedule

Per minute rates apply as shown below. In addition, a volume discount will apply to each month's total Peak usage as specified in Section 6.2.1.F (below).

"The Answer" I	0""	"The Answer" II	-
<u>Peak</u>	Off Peak	<u>Peak</u>	Off Peak
\$0.2048	\$0.1638	\$0.2395	\$0.1916
"The Answer" II	-0"5	"The Answer" I\	_
"The Answer" II Peak	Off Peak	"The Answer" I\ Peak	<u>/</u> Off Peak

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- 6.2 <u>Grandfathered Services</u> (Continued)
- 6.3
  6.2.1 "The Answer" Family of Services (Continued)

# F. Volume Discount

A volume discount will apply to each month's total **domestic** Peak usage as specified below and is calculated on a retroactive amount basis. Total domestic and international usage for all Answer products of the same term length may be combined to reach the appropriate discount level. OnLine "Answer" calls are added to the total of monthly usage to determine the appropriate discount. Off Peak usage and International usage contribute to volume discount but are not eligible for discount.

	% Discount
	Answer I, II, III or IV
<u>Usage Level \$)</u>	and/or OnLine "Answer" Card
\$ 0 - \$249.99	0%
\$250 - \$999.99	5%
\$1000 - \$2499.99	7%
\$2500 - \$4999.99	9%
\$5000 - \$7499.99	11%
\$7500 - \$9999.99	13%
\$10,000 -\$24999.99	15%
\$25,000 -\$49999.99	17%
\$50,000 plus	19%

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 6.2 Grandfathered Services (Continued)
  - 6.2.1 "The Answer" Family of Services (Continued)
    - G. OnLine "Answer" Card Service
      - 1. **Usage Charges - Direct Dial** 
        - (a) Per Minute Rate Schedule

<u> Hate Per Minute</u>
\$0.3400
\$0.3400

- (b) Billing Increments - Usage is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter.
- (c) Per Call Surcharge
  - (1) The following surcharge will apply in addition to the per minute rates found in (a) above.

Per Call Surcharge \$0.50

(2) The following surcharge is in addition to the per minute rates found in (a) above and will apply to calls which default to a live operator.

Per call Surcharge

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ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.1 "The Answer" Family of Services (Continued)
    - G. OnLine "Answer" Card Service (Continued)
      - 2. Usage Charges Operator Assisted
        - (a) Per Minute Rate Schedule If a customer chooses to access an Operator to place a call, the call will be billed at Dial USA per minute rates found in Section 4.4.1 of this tariff.
        - (b) <u>Billing Increments</u> All OnLine "Answer" calling card calls placed with the assistance of an operator will be billed in one (1) minute increments.
        - (c) <u>Per Call Surcharges</u> The following surcharge will apply in addition to per minute rates.

Per Call Charge

Station-to-Station.

\$1.50

Person-to-Person

\$3.00

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ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

# 6.2 <u>Grandfathered Services</u> (Continued)

9.

Magnetic Tape

# 6.2.1 <u>"The Answer" Family of Services</u> (Continued)

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Н.	Month	nly Recurring Charges	
	1.	Validated Project Account Code	\$10.00
	2.	Customized Account Codes	\$50.00
	3.	Toll-Free Number Charge (per toll-free#)	\$10.00
	4.	Toll-Free Features (per toll-free #)	
		<ul> <li>(a) Area Code Routing</li> <li>(b) Area Code Blocking</li> <li>(c) Time of Day Routing</li> <li>(d) Day of Week Routing</li> <li>(e) Command Routing</li> <li>(f) Percent Allocation</li> </ul>	\$50.00 \$50.00 \$50.00 \$50.00 \$50.00 \$50.00
	5.	After-Hours Voice Messaging  (a) Option A - Announcement only (b) Option B - Announcement w/Message (c) Option C - Announcement with Message and Outdial.	\$30.00 \$40.00 \$50.00
	6.	Real Time ANI Delivery (per trunk grp	\$200.00 PGDLD 000 000 0 000 000
	7.	Dialed Number Identification Service (DNIS) (per toll-free #)	\$50.00
	8.	Dedicated Termination Overflow (per toll-free #)	SEP 13 1699 \$50,00
	_		

\$15,00

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 6.2 Grandfathered Services (Continued)
  - 6.2.1 "The Answer" Family of Services (Continued)
    - I. Non-Recurring Charges

1.	Dedicated Access Line (1st Line) Installation	\$200.00
2.	Each Additional Special Access Line	\$50.00
3.	T-1 Installation (per T-1)	\$450.00
4.	Validated Project Acct Codes; setup	\$15.00
5.	Customized Account Codes	\$50.00
6.	Change Cost Center/Account Code/ Toll-Free Routing (per order)	\$15.00
7.	Expedite Order (per order)	\$100.00

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ISSUED: September 10, 1999

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.1 <u>"The Answer" Family of Services</u> (Continued)

# I. Non-Recurring Charges (Cont.)

8.	Toll-Free	Features	(per toll-Free #	#)
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(a) Area Code Routing	\$100.00
(b) Area Code Blocking	\$100.00
(c) Time of Day Routing	\$100.00
(d) Day of Week Routing	\$100.00
(e) Command Routing	\$100.00
(f) Percent Allocation	\$100.00

# 9. After Hours Voice Messaging

(a) Option A - Announcement only	\$25.00
(b) Option B - Announcement w/Message	\$25.00
(c) Option C - Announcement with	
Message and Outdial	\$25.00

10.	Dialed Number Identification		
	Service (DNIS); setup	\$100.00	

11.	Real Time ANI; setup	\$350.00

12.	Magnetic Tape; setup	\$50.00
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ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

# 6.2 <u>Grandfathered Services</u> (Continued)

### 6.2.2 EasyAnswer Service 1/

#### A. <u>Description</u>

The EasyAnswer Service offers a unified service for single or multi-location customers using switched, dedicated, and OnLine calling card origination and switched or dedicated toll-free (in WATS) termination. The EasyAnswer package includes the availability of outbound, inbound and calling card services, and offers a discount on outbound and toll-free service for customers willing to sign a term commitment and/or a willingness to commit to a specific dollar volume of monthly minimum usage.

There are three (3) Options of EasyAnswer available to customers, each of which are described below:

- Option 1 Requires no monthly minimum billing commitment.
- Option 2 Requires a monthly minimum billing commitment of \$1,000; if the minimum is not reached, the customer is charged for the difference.
- Option 3 Requires a monthly minimum billing commitment of \$5,000; if the minimum is not reached, the customer is charged for the difference.

Multiple services and/or multiple locations using EasyAnswer's services can contribute to the overall monthly minimum commitment; however, the customer must allocate the minimum by service and location. Domestic Toll-Free, Domestic and International outbound calls contribute to determine monthly minimum usage. Easy OnLine Calling Card, Operator Services and Directory Assistance usage is not included in determining monthly minimum usage.

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# 6.2 <u>Grandfathered Services</u> (Continued)

## 6.2.2 <u>EasyAnswer Service 1</u>/ (Continued)

# A. <u>Description</u> (Continued)

Customers must reach the minimum monthly usage requirement associated with their selected EasyAnswer Option by the fourth invoice period and monthly thereafter.

### B. Service Arrangements

# 1. EasyAnswer Term Plan

EasyAnswer Services are available to customers through a Term Plan option if the customer agrees to commit to such service for a term of twelve (12), twenty-four (24) or thirty six (36) months. Customers who elect the Term Plan option will receive a discount off their selected Option's domestic interstate, and intrastate outbound and toll-free rates. This discount will apply to EasyAnswer's peak interstate rates and all time periods for intrastate rates. Customers who elect the EasyAnswer Service option are subject to the following:

(a) Customers must indicate what EasyAnswer service or services are to be included in the term plan. The discounts provided under this option become effective with the first full month's usage.

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1/ Effective June 1, 1995, EasyAnswer Service will be available only to Association Services.

ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.2 <u>EasyAnswer Service</u> (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. EasyAnswer Term Plan (Continued)
        - (b) Option 2 Customers are required to meet a minimum annual usage commitment of \$12,000 (Customer's \$1,000 monthly minimum multiplied by twelve (12) months). Option 3 Customers are required to meet a minimum annual usage commitment of \$60,000 (Customer's \$5,000 monthly minimum multiplied by twelve (12) months). At the end of each successive twelve (12) month period following the date service becomes effective, Option 2 and Option 3 Customers will be required to pay the shortfall, if any, between their actual usage during that twelve (12) month period and the minimum annual usage commitment applicable to the option selected by the Customer. As used herein, "usage" consists of the amount of all domestic and international usage of all EasyAnswer Services (excluding EasyAnswer Association) measured in dollars.

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.2 <u>EasyAnswer Service</u> (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. EasyAnswer Term Plan (Continued)
        - (c) Customers who terminate service prior to the end of the term of commitment in any manner other than stated in (d) following, will be liable for a cancellation penalty equal to the number of months remaining in the term then in effect multiplied by: (1) for Option 1 Customers, \$200 per month for switched services (per service type), or \$500 per month for dedicated services (per service type); (2) for Option 2 Customers, \$1,000 per month for switched or dedicated services (per service type); or (3) for Option 3 Customers, \$5,000 per month for switched or dedicated services (per service type). The foregoing cancellation penalty will apply unless the Customer immediately converts to another Company service with equal or greater term and minimum usage requirement commitments, and Customer continues to use such Service for a period of months equal to or greater than the number of months remaining in the term during which the conversion takes place.

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.2 <u>EasyAnswer Service</u> (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. <u>EasyAnswer Term Plan</u> (Continued)
        - (d) All customer requests to commence or terminate a EasyAnswer Term Plan must be made in writing, either by certified or registered mail (return receipt requested), to the Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by the Company within this timeframe, the EasyAnswer Term Plan agreement will be automatically renewed for a new term of commitment. The customer has ninety (90) days from the date service is made available in which to notify the Company in writing, either by certified or registered mail (return receipt requested), of the customer's desire to cancel this agreement without further obligation.

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.2 <u>EasyAnswer Service</u> (Continued)

### B. <u>Service Arrangements</u>

# 1. <u>EasyAnswer Term Plan</u> (Continued)

- (e) Easy OnLine Calling Card usage is excluded from the EasyAnswer Term Plan discounts.
- (f) Customers who elect the Term Plan option will receive a discount off their selected Option's domestic interstate and intrastate outbound and toll-free rates. This discount will apply to EasyAnswer's peak interstate rates and all time periods for intrastate rates. This plan does not apply to Easy OnLine Calling Card usage.

# (g) <u>EasyAnswer Term Plan Discounts</u>

The following term discounts will apply to the EasyAnswer per minute base rates.

	Outbound	Toll-Free Discount	
<u>Term</u>	Discount	Switched	<u>Dedicated</u>
12 Months	\$0.0050	\$0.0050	\$0.0150
24 Months	\$0.0100	\$0.0100	\$0.0200
36 Months	\$0.0100	\$0.0100	\$0.0200

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- 6.2 Grandfathered Services (Continued)
  - 6.2.2 EasyAnswer Service (Continued)
    - В. Service Arrangements (Continued)
      - 2. EasyAnswer Association

The EasyAnswer Association program is a benefit package that allows the individual users who are members or employees of the participating organization to receive additional product discounts. Members who elect to participate in the EasyAnswer Association program will receive EasyAnswer products and Easy OnLine Calling Card Service.

To qualify for EasyAnswer Association an organization generally must be a: (1) Trade association representing businesses or individuals in an industry, profession or business classification; (2) Business with franchises, agents, distributors, or multiple representatives; (3) Non profit organization, or; (4) Buying group not organized merely to buy the Company's long distance for resale. The qualifying organization agrees to meet the following set of criteria within (6) months of undertaking to qualify and thereafter maintain them, and enters into a written agreement with the Company for the marketing of its services. The groups members who have subscribed to the Company's services throughout the group must have aggregate billings, net of taxes; promotional credits and surcharges of at least \$5,000 per month.

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The Company will render monthly statements to the individual members FURLIC SERVICE COLLAISSION and the statement received will show all appropriate discounts. All sums due from members are the sole property of the Company, and the Company shall have the sole right to collect, enforce collection and settle such sums. The EasyAnswer Association member group shall receive a monthly report from the Company listing members of the group who subscribe to the Company's service under this program.

ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.2 <u>EasyAnswer Service</u> (Continued)

### B. <u>Service Arrangements</u> (Continued)

# 2. <u>EasyAnswer Association</u> (Continued)

Unless otherwise specified in this tariff, member's usage of Company services under this plan cannot be used to qualify for any other benefits under this tariff or under other arrangements between the Company and third parties who undertake to market the Company's services.

### (a) EasyAnswer Association Discount

EasyAnswer Association members will receive a 5% discount on interstate and intrastate usage, peak and off-peak time periods for monthly and one (1) year term plan customers. Association members who sign up for a two (2) year term plan will receive the same discounts as non-Association customers.

# C. Rate Periods

The time of day rate periods for EasyAnswer Services will be Peak and Off-Peak. Peak rates apply to all calls that occur between 7AM and 7PM Monday through Friday, except on Company-recognized holidays. Off Peak rates apply to all other calls.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

#### 6.2 **Grandfathered Services** (Continued)

#### EasyAnswer Service (Continued) 6.2.2

#### D. Billing Increments

EasyAnswer Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment.

#### E. Per Minute Rate Schedules

Per minute intrastate base rates for EasyAnswer Services are the same for all Options (1, 2 & 3) and apply as shown below:

#### 1. InterLATA Per Minute Rates

	Switched <u>Peak/Off-Peak</u>	Dedicated <u>Peak/Off-Peak</u>
Outbound	\$.0767 R	\$.1291
Inbound	\$.0789 R	\$.1409

#### 2. IntraLATA Rate Schedules

	Switched <u>Peak/Off-Peak</u>	Dedicated <u>Peak/Off-Peak</u>
Outbound Inbound	\$.0794 R \$.0788 R	\$.0923 \$.123 DUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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ISSUED: November 29, 2001

EFFECTIVE: December 1, 2001

- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.2 <u>EasyAnswer Service</u> (Continued)
    - F. <u>EasyAnswer OnLine Calling Card Service</u>
      - 1. Per Minute Rate Schedule Direct Dial

Per Minute Rates applying to all time periods:

\$0.3400

2. Billing Increments

Usage is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter.

- 3. Per Call Surcharge
  - (a) For domestic direct dial calls, a \$0.65 surcharge will apply to each call.
  - (b) The following rates and surcharge will apply to calls that default to a live operator.

#### Rate Per Minute:

Peak \$0.23 Off-Peak \$0.16

Per call Surcharge \$0.65

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.2 <u>EasyAnswer Service</u> (Continued)
    - G. <u>EasyAnswer Operator Assisted Service</u>
      - 1. Per Minute Rate Schedule

If a customer chooses to access an Operator to place a call, the call will be billed at Dial USA per minute rates found in Section 4.1.1 of this tariff.

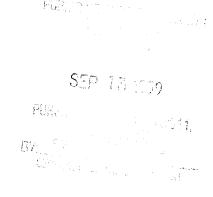
2. Billing Increments

All Easy OnLine Calling Card calls placed with the assistance of an operator will be billed in one (1) minute increments.

3. Per Call Surcharges

The following surcharge will apply in addition to per minute rates.

	Per Call Charge
Station-to-Station	\$1.50
Person-to-Person	\$3.00



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# 6.2 <u>Grandfathered Services</u> (Continued)

### 6.2.2 <u>EasyAnswer Service</u> (Continued)

# H. Monthly Recurring Charges

EasyAnswer service is an interstate service offering with customers having the option of using the service for intrastate calls. Accordingly, the Monthly Recurring Charges that apply to EasyAnswer Services are found in Section D.6.2 and D.6.3 of the Company's Tariff F.C.C. No. 2.

### I. Non-Recurring Charges

The Non-Recurring Charges that apply to EasyAnswer Services are found in Section D.6.2 and D.6.3 of the Company's Tariff F.C.C. No. 2.

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# 6.2 <u>Grandfathered Services</u> (Continued)

#### 6.2.3 Performance 2000 Services

#### A. Description

This service offering allows the customer to select outward, inward and/or travel service arrangements as provided below and to obtain Performance 2000 Term Plan discounts. The Performance 2000 Services consist of three levels: Level I no per invoice billing commitment; Level II - \$1,500 per invoice billing commitment or the Customer is charged the difference; and Level III - \$4,500 per invoice billing commitment or the Customer is charged the difference. The Level I service is limited to the One Plus, Toll-Free and Calling Card service arrangements. Calls may be originated and/or terminated via Company shared facilities and/or via dedicated facilities connected to Company locations. Outbound calls may be terminated to any point within the United States. Inbound calls may originate from any point within the contiguous United States and Canada.

# B. <u>Service Arrangements</u>

# 1. <u>Performance 2000 One Plus Service</u>

This service option is an outward calling shared access service arrangement available to customers who pre-subscribe to the Company's service. Usage rates are time-of-day sensitive.

# 2. <u>Performance 2000 Toll-Free Service</u>

This service option is an inward calling termination arrangement available via shared and dedicated access facilities. Usage rates are time-of-day sensitive.

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.3 Performance 2000 Services (Continued)

# B. <u>Service Arrangements</u> (Continued)

### 3. Performance 2000 Calling Card

This service option is an outward calling shared access arrangement that allows a customer to originate calls through use of a Company calling card via an Toll-Free Universal Access Number. Usage rates are time-of-day sensitive.

# C. Rate Periods

The time of day rate periods for Performance 2000 Services will be Peak and Off-Peak. Peak rates apply to all calls that occur between 7AM and 7PM Monday through Friday, except on Company-recognized holidays. Off-Peak rates apply to all other calls.

# D. <u>Billing Increments</u>

Performance 2000 One Plus Service calls are billed in six (6) seconds increments. Performance 2000 Toll-Free Service calls and Performance 2000 WATS Service calls are billed in six (6) second increments after an initial minimum billable period of thirty (30) seconds. Performance 2000 Calling Card calls are billed in one (1) minute increments.

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.3 Performance 2000 Services (Continued)

# E. Per Minute Rate Schedule

	Mileage Bands	<u>Peak</u>	Off-Peak
<u>Level I</u>			
One Plus Toll-Free: Shared Calling Card <u>1</u> /	All All	\$0.2014 \$0.3408 \$0.2800	\$0.1642 \$0.3408 \$0.2800
Level II			
One Plus Toll-Free: Shared Calling Card <u>1</u> /	All All	\$0.1977 \$0.3320 \$0.2800	\$0.1642 \$0.2761 \$0.2800
Level III			
One Plus Toll-Free: Shared	All All	\$0.1977 \$0.325	\$0.1642 \$0.3253
Calling Card 1/	All	\$0.2800	\$0.2800
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 $\underline{1}$ / A \$0.25 surcharge applies to each call.

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.4 Performance 4000 Services

#### A. Description

Performance 4000 Service offers a unified service for single or multi-location customers using both switched and dedicated inbound and outbound service, a calling card and international service. Performance 4000 has been designed especially for the larger customer billing over \$7,500 a month, with the availability of peak and off-peak rates, calling card services and offering a discount for customers willing to sign a term commitment of either twelve (12), twenty-four (24) or thirty-six (36) months and/or a willingness to commit to a specific dollar volume of monthly minimum usage. There are five (5) levels of Performance 4000 which are described below.

- Level I Requires a monthly minimum billing commitment of \$7,500; if the minimum is not reached the customer is charged the difference.
- Level II- Requires a monthly minimum billing commitment of \$15,000; if the minimum is not reached the customer is charged the difference.
- Level III- Requires a monthly minimum billing commitment of \$25,000; if the minimum is not reached the customer is charged the difference.
- Level IV Requires a monthly minimum billing commitment of \$50,000; if the minimum is not reached the customer is charged the difference.
- Level V Requires a monthly minimum billing commitment of \$75,000; if the minimum is not reached the customer is charged the difference.

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.4 <u>Performance 4000 Services</u> (Continued)

### A. <u>Description</u> (Continued)

Multiple services and/or multiple locations using Performance 4000's services can contribute to the overall monthly minimum commitment. Domestic Toll-Free, Domestic and International outbound calls contribute to determining monthly minimum usage. Operator Services usage is not included in determining monthly minimum usage.

Customers must reach the minimum monthly usage requirement associated with their selected Performance 4000 Level by the fourth invoice period and monthly thereafter.

### B. Service Arrangements

#### 1. Performance 4000 Term Plan

Performance 4000 Services are available to customers through a Term Plan option if the customer agrees to commit to such service for a term of twelve (12), twenty-four (24) or thirty-six (36) months. Customers who elect the Term Plan Option will receive a discount off their selected option's domestic rates. Customers who elect the Performance 4000 Term Plan option are subject to the following:

(a) Customers must indicate what Performance 4000 Level is to be included in the term plan. The rates provided under this option become effective with the first full month's usage.

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.4 Performance 4000 Services (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. <u>Performance 4000 Term Plan</u> (Continued)
        - (b) Customers who fall below the monthly minimum usage requirement for the plan selected will be billed the difference between actual usage and the monthly minimum required.
        - (c) Customers who terminate service prior to the end of the term of commitment will be billed a termination liability consisting of the monthly minimum of the selected plan option multiplied by the number of months remaining in the commitment, due and payable upon termination in a lump sum. This charge will not apply to customers who convert from a Performance 4000 service to another Company service with equal or greater term and minimum usage requirement commitments.
        - (d) All customer requests to commence or terminate a Performance 4000 Term Plan must be made in writing to the Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by the Company within this timeframe, the Performance Term Plan agreement will be automatically renewed for a new term of commitment. The customer has ninety (90) days from the date service is made available in which to notify the Company in writing of the customer's desire to cancel this agreement without further obligation.

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Performance 4000 Term Plan is not available with Operator Services, Ultimate Call Manager, other Fixed Period Discount Plans or any promotions not associated with this plan.

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## 6.2 <u>Grandfathered Services</u> (Continued)

## 6.2.4 <u>Performance 4000 Services</u> (Continued)

#### C. Rate Periods

The time of day rate periods for Performance 4000 services will be Peak and Off-Peak. Peak rates apply to all calls that occur between 7AM through 7PM Monday through Friday, except on Company-recognized holidays. Off-Peak rates apply to all other calls.

#### D. Billing Increments

Performance 4000 Services are billed in six (6) second initial increments and are rounded to the next higher six (6) second increment. A minimum average time requirement (MATR) of thirty (30) seconds per call applies during a billing period for switched outbound and calling card. Performance 4000 Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher sixty (60) second increment thereafter.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.4 <u>Performance 4000 Services</u> (Continued)
    - E. <u>Per Minute Rate Schedules</u>

Performance 4000 Level I and II Customers will receive the following rates:

- 1. <u>InterLATA Rate Schedules 1/</u>
  - (a) Switched Per Minute Rates

	Month to	12 Month	24/36 Month
	Month	<u>Term</u>	Term
Outbound	\$.1679	\$.1623	\$.1567
Inbound	\$.1790	\$.1623	\$.1567

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Performance 4000 Levels III, IV, V, and V Customers will receive a 5% discount off the rates listed in (a) and (b) above.

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.4 <u>Performance 4000 Services</u> (Continued)
    - E. <u>Per Minute Rate Schedules</u> (Continued)
      - 1. <u>InterLATA Rate Schedules 1</u>/ (Continued)
        - (b) <u>Dedicated Per Minute Rates</u>

	Month to	12 Month	24/36 Month
	Month	<u>Term</u>	<u>Term</u>
Outbound	\$.1231	\$.1175	\$.1119
Inbound	\$.1343	\$.1175	\$.1119

- 2. IntraLATA Rate Schedules 1/
  - (a) Switched Per Minute Rates

	Month to	12 Month	24/36 Month
	<u>Month</u>	<u>Term</u>	<u>Term</u>
Outbound	\$.1050	\$.1000	\$.0950
Inbound	\$.1600	\$.1450	\$.1400

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Performance 4000 Levels III, IV, V, and V Customers will receive a 5% discount off the rates listed in (a) and (b) above.

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.4 <u>Performance 4000 Services</u> (Continued)
    - E. Per Minute Rate Schedules (Continued)
      - 2. <u>IntraLATA Rate Schedules1/ (Continued)</u>
        - (b) <u>Dedicated Per Minute Rates</u>

	Month to	12 Month	24/36 Month
	Month	<u>Term</u>	Term
Outbound	\$.0900	\$.0850	\$.0800
Inbound	\$.1200	\$.1050	\$.1000

- F. <u>Calling Card Service</u>
  - 1. <u>Direct Dial Rate Schedule</u>
    - (a) Per Minute Rates applying to all time periods and Levels:

Month to Month Rate:

\$.2800

1, 2 or 3 Yr Term Plan Rate:

\$.2800

- (b) Per Call Surcharge For domestic direct dial calls, a \$0.25 surcharge will apply to each call.
- (c) <u>Billing Increments</u> Usage is billed at an initial sixty (60) second increment and rounded to the next higher sixty (60) second increment thereafter.

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Performance 4000 Levels III, IV, V, and V Customers will receive a 5% discount off the rates listed in (a) and (b) above.

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## 6.2 <u>Grandfathered Services</u> (Continued)

## 6.2.4 Performance 4000 Services (Continued)

#### G. <u>Monthly Recurring Charges</u>

Performance 4000 service is an interstate service offering with customers having the option of using the service for intrastate calls. Accordingly, Monthly Recurring Charges apply as described in Performance 4000 interstate service in Section 7.8.2.E of the Company's Tariff FCC No. 2.

#### H. Non-Recurring Charges

Non-Recurring Charges apply as described in Performance 4000 interstate service in Section 7.8.2.F of the Company's Tariff FCC No. 2.

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## 6.2 <u>Grandfathered Services</u>

#### 6.2.5 MFS Intelenet Calling Card Service

#### A. <u>Description</u>

MFS Intelenet Calling Card Service is provided to Customers for use when away from their established service location. New customers of the Company's interexchange services will automatically be issued two calling cards. These cards will initially be subject to a \$25.00 per month usage limit. Upon notification to the Company by the Customer, the monthly usage limit may be increased. Access to the service is gained by dialing a Company designated toll free access number (e.g., 800-NXX-XXXX), plus the Customer's/User's MFS Intelenet Calling Card authorization number and the called telephone number. The service includes a Customer-programmable speed dialing capability for up to eight telephone numbers, and a capability whereby a Customer may establish 2-to-6 digit, verified or unverified accounting codes for use with the MFS Intelenet Calling Card at no additional charge. The MFS Intelenet Calling Card can also be used to place operator-assisted and directory assistance calls, subject to the application of additional charges.

Beyond these standard features, the MFS Intelenet Calling card includes the following enhanced features: conference calling, MFS Intelenet Voice Mail access, voice messaging, and news and information access. Use of these enhanced features is subject to separate charges. MFS Intelenet Calling Card calls are billed in six second increments, with a one-minute minimum. This service is offered with Peak and Off-peak pricing. A description of the additional features are as follows.

#### 1. Operator-Assisted Calls

The MFS Intelenet Calling Card can be used to place MFS Intelenet operator-assisted calls. Surcharges apply per call, in addition to the standard usage charges are assisted calls.

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# 6.2 <u>Grandfathered Services</u> (Continued)

## 6.2.5 MFS Intelenet Calling Card Service (Continued)

## A. <u>Description</u> (Continued)

#### 2. <u>Directory Assistance Calls</u>

The MFS Intelenet Calling Card can be used to place calls for Directory Assistance. A flat charge will apply per requested number (Requested Number Charge). At the Customer's option, the Company will automatically place a call to the requested number. For calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

#### 3. Enhanced Features Charges

Enhanced features are available for use as described below. Enhanced features charges apply in lieu of standard usage charges. Usage charges are billed in six second increments with a one minute minimum.

#### (a) Conference Calling

Allows a User to establish a conference call by accessing the conference operator. Charges apply per established line and per minute of usage.

#### (b) Voice Mail Access

Allows a User to access MFS Intelenet Voice Mail and to place return calls without having to hang-up and initiate a new calling card call.

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# 6.2 <u>Grandfathered Services</u> (Continued)

## 6.2.5 MFS Intelenet Calling Card Service (Continued)

#### A. <u>Description</u> (Continued)

#### (c) <u>Voice Messaging</u>

Allows the User to leave up to a three-minute voice recorded message that is stored for future delivery when the called number is busy or no answer.

# (d) News and Information

Provides access to news, weather, sports, financial information and other features.

# B. Rate Periods

Peak and Off-Peak rate periods are as follows:

Non-Holiday		To But Not	
Rate Periods	<u>From</u>	Including	<u>Days</u>
Peak	8:00 a.m.	5:00 p.m.	Mon-Fri
Off-Peak	5:00 p.m.	8:00 a.m.	Mon-Fri
	8:00 a.m.	8:00 a.m.	Sat-Sun
	8:00 a.m.	8:00 a.m.	Holidays

<u>Holidays</u>: On Christmas Day (Dec. 25), New Years Day (Jan. 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in Nov.) the Off-Peak Period rate applies unless a lower rate would normally apply.

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.5 MFS Intelenet Calling Card Service (Continued)
    - C. <u>Usage Charges</u>

2.

3.

1. <u>Standard Usage Charges</u>

# Per minute of use:

Call Completion Charge

Peak Rate Off-Peak Discount	\$0.26 0%
Per Call Surcharge	\$0.40
Operator-Assisted Calls	
Person-to-Person surcharge Station-to-Station surcharge	\$3.50 \$0.60
Directory Assistance Calls	
Requested Number Charge	\$1.40

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\$0.60

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.5 MFS Intelenet Calling Card Service (Continued)

# C. <u>Usage Charges</u>

# 4. <u>Enhanced Feature Charges</u>

Conference Calling per established line per minute of usage per line	\$2.00 \$0.26
Voice Mail Access per minute of usage	\$0.26
Voice Messaging per call	\$1.50
News and Information	

per minute of usage

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# 6.2 <u>Grandfathered Services</u> (Continued)

#### 6.2.6 WorldMark Service

#### A. Description

WorldMark Service offers a unified service for single or multi-location customers using switched, dedicated, and WorldMark calling card origination and switched or dedicated toll-free termination. The WorldMark package includes the availability of outbound, inbound products with peak and off peak rates and a non time-of-day sensitive, calling card product, as well as, offering the most comprehensive performance guarantees available. Intrastate service is offered in conjunction with interstate service.

WorldMark Service offers cross-contributory product volume discounts on switched and dedicated, outbound and inbound products based on combined usage of multiple WorldMark Service products, including domestic switched and dedicated, outbound and inbound product usage, calling card and switched and dedicated WorldMark data product usage. Total intrastate, interstate and international usage contributes to discount level. The discount will apply to WorldMark domestic interstate rates only.

WorldMark Service offers an additional discount on switched and dedicated outbound and toll-free products for customers willing to sign a term commitment.

There are four (4) Options of WorldMark available to customers, each of which are described below: 1/

Option A - Requires no monthly minimum billing commitment for month-to-month customers; \$15,000 monthly minimum billing commitment for term customers.

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If the minimum is not reached for Option A term and Options B through D, the customer will be charged for the difference.

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# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.6 WorldMark Service (Continued)

#### A. <u>Description</u> (Continued)

Option B - Requires a monthly minimum billing commitment of \$25,000.

Option C - Requires a monthly minimum billing commitment of \$50,000.

Option D - Requires a monthly minimum billing commitment of \$75,000.

Multiple services and/or multiple customer locations using WorldMark Service can contribute to individual product volume discounts and the overall monthly minimum commitment. WorldMark Operator Services and Directory Assistance usage is not included in determining product volume discounts and monthly minimum usage.

## B. <u>Service Arrangements</u>

# 1. <u>Term Commitment Agreement</u>

WorldMark is available to customers through a term commitment option if the customer agrees to commit to such service for a term of twelve (12), twenty-four (24) or thirty-six (36) months. Customers who elect a term commitment will receive an additional discount off their selected option's domestic interstate outbound and toll-free rates. (The Company's interstate rates are provided in its F.C.C. Tariff No. 2 as filed with the Federal Communications Commission.) Customers who elect the term commitment are subject to the following:

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.6 WorldMark Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. <u>Term Commitment Agreement (Continued)</u>
        - (a) Customers must indicate what WorldMark service or services are to be included in the term commitment. The discounts provided under this option become effective with the first full month's usage.
        - (b) Upon execution of this agreement, the customer has ninety (90) days from the date service is made available in which to notify the Company in writing, either by certified or registered mail (return receipt requested), of the customer's desire to cancel this agreement without further obligation.
        - (c) Customers who terminate service prior to the end of the term of commitment in any manner other than stated in (d) following, will be liable for a cancellation penalty equal to the monthly minimum billing commitment times the number of months remaining in the customer commitment period through the expiration of the first year. If applicable, 25% of the balance remaining (monthly minimum billing commitment times the number of remaining months in the contract beyond the first year) will also be included (per service type). If the termination becomes effective after the completion of the first year, then the charge shall be equal to 25% of the balance remaining (monthly minimum billing commitment times the number of months

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.6 WorldMark Service (Continued)
    - B. <u>Service Arrangements</u> (Continued)
      - 1. <u>Term Commitment Agreement (Continued)</u>
        - (c) (Continued) remaining in the contract). The foregoing cancellation penalty will apply unless the customer <u>immediately</u> converts to another Company service with equal or greater term and minimum usage requirement commitments, and Customer continues to use such Company service for a period of months equal to or greater than the number of months remaining in the term during which the conversion takes place.
        - (d) All customer requests to commence or terminate a WorldMark term commitment must be made in writing, either by certified mail (return receipt requested), to the Company and received no later than thirty (30) days prior to the then existing term expiration date. If such notification is not received by the Company within this timeframe, the WorldMark term agreement will be automatically renewed for a new term of commitment.
        - (e) A customer who cancels their agreement prior to the expiration will be required to repay any promotional credits that were given in addition to other termination charges as noted above.

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# 6.2 <u>Grandfathered Services</u> (Continued)

## 6.2.6 WorldMark Service (Continued)

# C. Rate Periods

#### Peak

All calls that occur between 7 A.M. through 6:59 P.M., Monday through Friday, except on Company-recognized holidays.

#### Off Peak

All calls that occur between 7 P.M. through 6:59 A.M., Monday through Friday, and all calls between 7 P.M. Friday and 6:59 A.M. Monday and Company-recognized holidays.

## D. <u>Billing Increments</u>

Domestic switched and dedicated access, outbound and inbound product calls are billed in eighteen (18) second initial increments and additional increments of six (6) seconds. WorldMark Calling Card is billed at an initial sixty (60) second increment and rounded to the next higher six (6) second increment thereafter. All fractional per call charges will be rounded to the nearest whole cent.

#### E. WorldMark Rate Schedules

Per minute intrastate base rates for WorldMark Service are the same for all Options (A-D) and apply as shown below:

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.6 WorldMark Service (Continued)
    - E. <u>WorldMark Rate Schedules</u> (Continued)
      - 1. <u>Switched Per Minute Rates</u>

Peak\Off Peak
---------------

Switched Outbound Switched Inbound \$0.1150

\$0.1200

2. <u>Dedicated Per Minute Rates</u>

Peak/Off Peak

Dedicated Outbound
Dedicated Inbound

\$0.0900 \$0.0950

- F. WorldMark Calling Card Service
  - 1. <u>Direct Dial Rate Schedule</u>
    - (a) Per Minute Rate

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Per Minute rate applying to all time periods. PURSON

Per Minute Rate:

\$0.2500

(b) <u>Billing Increments</u> - Domestic calls are billed in sixty (60) second initial increments and additional increments of six (6) seconds.

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.6 WorldMark Service (Continued)
    - F. WorldMark Calling Card Service (Continued)
      - 1. <u>Direct Dial Rate Schedule</u> (Continued)
        - (c) Per Call Surcharge
          - (1) Per Call Surcharge: \$0.2500
          - (2) The following rates and surcharge will apply to calls which default to a live operator.

Per Minute rate:

\$0.2500

Per Call Surcharge:

\$0.5000

- 2. <u>WorldMark Calling Card Service Operator Assisted Rate Schedule</u>
  - (a) Operator Assisted Rate

If a customer chooses to access an operator to place a call, the call will be billed at the per minute rate below:

Per Minute Rate:

\$0.5000

ISSUED: September 10, 1999

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## 6.2 <u>Grandfathered Services</u> (Continued)

#### 6.2.6 WorldMark Service (Continued)

# F. WorldMark Calling Card Service (Continued)

# 2. WorldMark Calling Card Service - Operator Assisted Rate Schedule

# (b) <u>Billing Increments</u>

All WorldMark Calling Card calls placed with the assistance of an operator will be billed in one (1) minute increments.

## (c) Per Call Surcharge

The following surcharge will apply in addition to the per minute rates above.

Per Call Charg
\$1.50
\$3.00
\$0.50

# G. WorldMark Service and Feature Charges

WorldMark service is an interstate service offering with customers having the option of using the service for intrastate calls. Accordingly, a description of the chargeable services and features, including monthly recurring, non-recurring, change and per minute surcharges associated with WorldMark Service can be found in Section 7.11.6 of the Company's Tariff F.C.C. No. 2.

SEP 13 1079

PANS. # 11 19 11 19 19 18 18 11 1

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

## 6.2 <u>Grandfathered Services</u> (Continued)

## 6.2.6 WorldMark Service (Continued)

#### H. WorldMark Service Guarantees

The following is a list of guarantees for each product offered under this service that will automatically compensate the customer when stated product performance levels are not met.

The customer's right to receive the WorldMark Guarantees as set forth will depend upon the Company's receipt of customer's full payment of each month's invoice. In the event the customer's account becomes past due, the Company reserves the right to void all rights to WorldMark's Service Satisfaction Guarantees and Service Restoration Guarantees as defined herein.

# 1. WorldMark 1+ Switched/Dedicated Service Installation Interval Guarantee

WorldMark customers of switched outbound service will be installed within five (5) full business days from the date the customer signed the service order. WorldMark customers of dedicated outbound service (limited to Company Tier One cities) will be installed within eighteen (18) full business days from the date the customer signed the service order.

<u>Customer Compensation</u> - For each day the WorldMark switched or dedicated outbound installation interval is exceeded, a credit for each day's usage for the affected service will be issued. The average daily usage amount is calculated from the first complete billing period. In addition, customers will receive credit for their installation and first month's access line charges.

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EFFECTIVE: September 13, 1999

# 6.2 <u>Grandfathered Services</u> (Continued)

#### 6.2.6 WorldMark Service (Continued)

#### H. WorldMark Service Guarantees

## 1. WorldMark 1+ Switched/Dedicated Service Installation Interval Guarantee

<u>Service Satisfaction Guarantee</u> - The Company will pay the local access and interexchange carrier service installation charges to return the customer to their previous carrier and circuit configuration if they are not satisfied after one hundred twenty (120) days with our service. Reimbursement will be limited to the levels of service in the previous configuration.

<u>Service Restoration Guarantee</u> - The Company guarantees that it will restore outbound service interruptions within thirty (30) minutes from the time the customer initiates the trouble call.

<u>Customer Compensation</u> - If the restoration interval is exceeded, the Company will automatically issue a credit equal to one (1) day's average usage charges. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month.

#### 2. WorldMark Toll-Free Service

Installation Interval Guarantee - WorldMark customers of switched inbound service will be installed within five (5) full business days from the date the customer signed the service order. WorldMark customers of dedicated inbound service (limited to Company Tier One cities) will be installed within eighteen (18) full business days from the date the customer signed the service order.

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- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.6 WorldMark Service (Continued)
    - H. WorldMark Service Guarantees (Continued)
      - 2. <u>WorldMark Toll-Free Service</u> (Continued)

<u>Customer Compensation</u> - For each day the WorldMark switched or dedicated inbound installation interval is exceeded, a credit for each day's usage for the affected service will be issued. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month. In addition, the monthly WorldMark toll-free service fee will be credited and dedicated customers will receive credit for their installation and first month's access line charges.

Additional Number Installation Guarantee - Additional toll-free numbers will be added to existing WorldMark switched or dedicated inbound service within one (1) full business day. This guarantee is not applicable if the additional number requires the installation of additional dedicated access lines or if the FCC-imposed restrictions on the availability of toll-free numbers necessitates a delay beyond the Company's control. In addition, WorldCom makes no warranty on our ability to overcome delays caused by competitors when porting existing numbers.

<u>Customer Compensation</u> - For each day the additional number installation interval is exceeded, a credit for each day's usage will be issued for the affected service. In addition, the monthly WorldMark toll-free service fee will be credited for the affected service.

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SECRETARY OF THE COMPANY

ISSUED: September 10, 1999

EFFECTIVE: September 13, 1999

- 6.2 <u>Grandfathered Services</u> (Continued)
  - 6.2.6 WorldMark Service (Continued)
    - H. <u>WorldMark Service Guarantees</u> (Continued)
      - 2. WorldMark Toll-Free Service (Continued)

<u>Feature Installation Interval Guarantee</u> - New WorldMark toll-free service feature configurations will be installed in one hundred twenty (120) minutes or less from the time a request is received by our WorldMark Customer Service Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.

<u>Feature Reconfiguration Guarantee</u> - Predetermined WorldMark toll-free service feature configurations will be implemented in sixty (60) minutes or less from the time a request is received by our WorldMark Customer Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.

<u>Service Reconfiguration Guarantee</u> - The Company guarantees that it will implement any predefined alternative routing schemes for WorldMark toll-free service and/or features in thirty (30) minutes or less from the time a request is received by our WorldMark Customer Support Center. Toll-free feature change requests are limited to three (3) per hour, limited to ten (10) changes per feature.

<u>Customer Compensation</u> - If the service or feature installation and/or reconfiguration interval is exceeded, the customer will automatically receive a credit equal to one day's average usage charges for WorldMark toll-free service and WorldMark toll-free monthly recurring service and feature charges for the affected service.

SEP 13 1009

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EFFECTIVE: September 13, 1999

## 6.2 <u>Grandfathered Services</u> (Continued)

#### 6.2.6 WorldMark Service (Continued)

#### H. WorldMark Service Guarantees (Continued)

## 2. WorldMark Toll-Free Service (Continued)

<u>Service Satisfaction Guarantee</u> - The Company will pay the local access and interexchange carrier service installation charges to return the customer to their previous carrier and circuit configuration if they are not satisfied after one hundred twenty (120) days with our service. Reimbursement will be limited to the levels of service in the previous configuration.

<u>Service Restoration Guarantee</u> - The Company guarantees that it will restore inbound service interruptions within thirty (30) minutes from the time the customer initiates the trouble call.

<u>Customer Compensation</u> - If the restoration interval is exceeded, the Company will automatically issue a credit equal to one (1) day's average usage charges. The average daily usage amount is calculated from the first complete billing period. Limited to one (1) credit per day, not to exceed thirty (30) credits in one (1) month.

#### 3. WorldMark Calling Card Service

Installation Interval Guarantee - The Company will deliver WorldMark calling cards within five (5) business days from the date the service order is signed. Upon signing a service order for WorldMark Calling Cards, a complimentary twenty (20) minute PhonePass prepaid card will be issued for each calling card ordered.

SEP 13 1899

EFFECTIVE: September 13, 1999

# 6.2 <u>Grandfathered Services</u> (Continued)

# 6.2.6 <u>WorldMark Service</u> (Continued)

## H. WorldMark Service Guarantees (Continued)

## 3. WorldMark Calling Card Service (Continued)

<u>Customer Compensation</u> - If the installation interval is exceeded, a \$15.00 credit will be issued for each distinct WorldMark Calling Card number.

<u>Service Restoration Guarantee</u> - The Company guarantees that it will restore WorldMark Calling Card service interruptions within thirty (30) minutes or less, upon notification to the WorldMark Customer Support Center.

<u>Customer Compensation</u> - The Company will automatically issue a \$15.00 credit if WorldMark Calling Card Service is not restored within thirty (30) minutes. Limit one (1) credit per account per day, not to exceed thirty (30) credits in one (1) month.

<u>Card Security Guarantee</u> - If the customer's WorldMark Calling Card is deactivated due to toll fraud, they may call our WorldMark Customer Support Center and receive a free twenty (20) minute PhonePass prepaid card number to use until we issue another calling card.

# I. WorldMark Service Liability

With thirty (30) days prior written notice, the Company reserves the right to discontinue providing WorldMark Service to a customer if the Company issues five (5) or more restoration credits in a thirty (30) calendar period.

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ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

# 6.2 <u>Grandfathered Services</u> (Continued)

#### 6.2.6 WorldMark Service (Continued)

- I. WorldMark Service Liability (Continued)
  - In the event the Company cancels WorldMark Service in accordance with above, the Company will reimburse the customer the charges directly related to the switch back (the "Qualifying Charges") based on the customer's prior network configuration, not to exceed the amount paid for installation of WorldMark Service.
  - 2. Any WorldMark Switched Back Reimbursement due hereunder as described above, shall be due and payable to customer on or before sixty (60) calendar days from the time the Company notifies the customer of the cancellation of WorldMark Services.
  - 3. Payment of the WorldMark Switch back Reimbursement may at the customer's option, be made by either (i) a credit against the customer's then-current charges for services provided by the Company, if any; or, (ii) a check drawn on a United States bank and payable in United States dollars. Said payment may be withheld if customer is in past due status with the Company.

In addition to the liability provisions specifically provided in this section, all other Rules and Regulations for liability as filed in Section 2 will also apply to WorldMark Services.

ISSUED: September 10, 1999 EFFECTIVE: September 13, 1999

#### SECTION 7 MCI Business Services U.S. Private Line Service

#### 7.1 General Description

US Private Line Service provides a Customer the opportunity to select channels at various digital and analog speeds for point-to-point or point-to-multipoint communications when connected via dedicated access between a Company-designated Point-of-Presence in one exchange area and a Company-designated Point-of-Presence in another exchange area. U.S. Private Line Service is offered in the form of discrete intercity communications facilities which provide unswitched, non-usage sensitive services exclusively dedicated to a specific Customer. U.S. Private Line Services if offered in the following transmission modes:

- 7.1.1 VOICE GRADE PRIVATE LINE (VGPL)- A dedicated, point-to-point or point-to-multipoint analog private line service that transmits at data speeds of 2.4, 4.7 and 9.6 kbps.
- 7.1. 2 <u>DIGITAL SIGNAL LEVEL 0 (DS0)-</u> A dedicated, point-to-point or point-to-multipoint private line service capable of supporting voice, analog data, digital data and video communications at data speeds of 2.4, 4.8, 9.6 and 56/64 kbps.
- 7.1.3 FRACTIONAL DS1 A high capacity, point-to-point, digital private line service for data, video and digitally encoded voice communications that transmits simultaneous full-duplex digital signals at data speeds from 112/128 kbps to 1344/1536 kbps in multiples of 56/64 kbps.
- 7.1.4 <u>DIGITAL SIGNAL LEVEL 1 (DS1)</u> A high capacity, point-to-point, private line service that transmits simultaneous full-duplex digital signals at 1.544 Mbps.
- 7.1.5 <u>DIGITAL SIGNAL LEVEL 3 (DS3)</u> -A point-to-point, dedicated circuit used for simultaneous two-way transmission of digital signals at 44.735 Mbps. One DS3 channel provides the equivalent information handling capacity of 28 DS1 channels or 672 voice equivalent circuits.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 9/1/2005

PURSUANT TO 807 KAR 5:011

SECTION 9 (1) Effective: 9/1/05

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Executive Director

Issued: 8/26/05

#### SECTION 7 MCI Business Services U.S. Private Line Service

#### 7.1 General Description (Cont.)

MCI Business Services I (MBS I) Customers are eligible for the MBS I Pricing Plan upon subscription to service under Product Packages Guide Types 13, 14, 15 or 16 as described in the Guide found at <a href="https://www.mci.com">www.mci.com</a> MCI Business Services II (MBS II) Customers are eligible for the MBS I Pricing Plan upon subscription to service under Product Packages Guide Types 18, 19, 20 or 21 as described in the Guide found at <a href="https://www.mci.com">www.mci.com</a>

#### 7.2 Service Level Agreements:

<u>Performance</u>	<u>Standard</u>
Service Availability	
Type 1 On-net	100.00 %
Type 2 or 3 Off-net	99.8 %
Mean Time to Repair (MTTR)	
Type 1 On-net End-to-end	2 hours
Type 2 or 3 Off-net End-to-end	4 hours
Service Installation	45 days

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Issued: 8/26/05

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9/1/2005

PURSUANT TO 807 KAR 5:011 SECTEP (1/2) 9/1/05

Executive Director

#### INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

#### SECTION C - SERVICE DESCRIPTIONS AND RATES

#### 7. MCI Business Services U.S. Private Line Service (Cont.)

#### 7.3 Monthly Recurring Charges:

The monthly Inter Office channel (IOC) charge for the service includes a fixed and a per mile charge. Fixed and per mile charges are channel bandwidth and mileage sensitive. Mileage measurements for the IOC are based on the Vertical and Horizontal (V&H) miles between the Carrier's Points of Presence.

7.3.1 The following monthly recurring charges apply to MCI Business Services I (MBSI) Customers:

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Product	<u>Start</u>	<u>End</u>	Monthly Charge Per Mil	
VGPL	0	9999	\$375.00	\$0.25
DS0	0	9999	\$375.00	\$0.25
Frac DS1 56/64k	0	9999	\$600.00	\$0.25
Frac DS1 112/128k	0	9999	\$600.00	\$0.25
Frac DS1 168/192k	0	9999	\$600.00	\$0.25
Frac DS1 224/256k	0	9999	\$600.00	\$0.25
Frac DS1 280/320k	0	9999	\$600.00	\$0.25
Frac DS1 336/384k	0	9999	\$600.00	\$0.25
Frac DS1 392/448k	0	9999	\$600.00	\$0.25
Frac DS1 448/512k	0	9999	\$600.00	\$0.25
Frac DS1 504/576k	0	9999	\$600.00	\$0.25
Frac DS1 560/640k	0	9999	\$600.00	\$0.37
Frac DS1 616/704k	0	9999	\$600.00	\$0.39
Frac DS1 672/768k	0	9999	\$600.00	\$0.41
Frac DS1 728/832k	0	9999	\$600.00	\$0.44
Frac DS1 784/896k	0	9999	\$600.00	\$0.46
Frac DS1 840/960k	0	9999	\$600.00	\$0.49
Frac DS1 896/1024k	0	9999	\$600.00	\$0.52
Frac DS1 952/1088k	0	9999	\$600.00	\$0.55
Frac DS1 1008/1152k	0	9999	\$600.00	\$0.64
Frac DS1 1176/1344k	0	9999	\$600.00	\$0.68
Frac DS1 1232/1408k	0	9999	\$600.00	\$0.72
Frac DS1 1288/1472k	0	9999	\$600.00	\$0.76
Frac DS1 1344/1536k	0	9999	\$600.00	\$0.80
DS1	0	9999	\$600.00	\$0.85
DS3	0	100	\$2,400.00	10.00
DS3	101	499	\$2,700.00	\$7.00
DS3	500	9999	\$3,200.00	\$7.00
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9/1/2005

PURSUANT TO 807 KAR 5:011 SECTION 9 (1): 9/1/05

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Issued: 8/26/05

## INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

#### SECTION C - SERVICE DESCRIPTIONS AND RATES

#### MCI Business Services U.S. Private Line Service (Cont.) 7.

#### 7.3 Monthly Recurring Charges:

The following monthly recurring charges apply to MCI Business Services II **3.3.2** (MBSII) Customers:

Mileage					
Product	<u>Start</u>	<u>End</u>	Monthly Charge	<u>Per Mile</u>	
VGPL	0	9999	\$475.00	\$0.30	
DS0	0	9999	\$475.00	\$0.30	
Frac DS1 56/64k	0	9999	\$600.00	\$0.30	
Frac DS1 112/128k	0	9999	\$600.00	\$0.30	
Frac DS1 168/192k	0	9999	\$600.00	\$0.30	
Frac DS1 224/256k	0	9999	\$600.00	\$0.30	
Frac DS1 280/320k	0	9999	\$600.00	\$0.30	
Frac DS1 336/384k	0	9999	\$600.00	\$0.30	
Frac DS1 392/448k	0	9999	\$600.00	\$0.30	
Frac DS1 448/512k	0	9999	\$600.00	\$0.30	
Frac DS1 504/576k	0	9999	\$600.00	\$0.30	
Frac DS1 560/640k	0	9999	\$600.00	\$0.37	
Frac DS1 616/704k	0	9999	\$600.00	\$0.39	
Frac DS1 672/768k	0	9999	\$600.00	\$0.41	
Frac DS1 728/832k	0	9999	\$600.00	\$0.44	
Frac DS1 784/896k	0	9999	\$600.00	\$0.46	
Frac DS1 840/960k	0	9999	\$600.00	\$0.49	
Frac DS1 896/1024k	0	9999	\$600.00	\$0.52	
Frac DS1 952/1088k	0	9999	\$600.00	\$0.55	
Frac DS1 1008/1152k	0	9999	\$600.00	\$0.58	
Frac DS1 1064/1216k	0	9999	\$600.00	\$0.61	
Frac DS1 1120/1280k	0	9999	\$600.00	\$0.64	
Frac DS1 1176/1344k	0	9999	\$600.00	\$0.68	
Frac DS1 1232/1408k	0	9999	\$600.00	\$0.72	
Frac DS1 1288/1472k	0	9999	\$600.00	\$0.76	
Frac DS1 1344/1536k	0	9999	\$600.00	\$0.80	
DS1	0	9999	\$600.00	\$0.85	
DS3	0	100	\$2,400.00	\$10.00	
DS3	101	499	\$2,700.00	\$7.00	
DS3	500	9999	\$3,200.00	\$7.00	

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<del>-9/1/2005</del> -

PURSUANT TO 807 KAR 5:011

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Issued: 8/26/05

#### INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

#### SECTION C - SERVICE DESCRIPTIONS AND RATES

#### 7. MCI Business Services U.S. Private Line Service (Cont.)

#### 7.4 Reconnection Charge:

A \$20 non-recurring charge applies per line presubscribed to the Company, excluding payphones, and per Company-provided authorization code which the Company unblocks following Calling Blocking.

7.4.1 <u>Per-circuit Administrative change, Cancellation, Expedite Order and Physical change charges.</u>

Charge Type	Per-Circuit Charge
Administrative change	\$50
Cancellation	\$500
Expedite order	\$900
Physical change	\$150

1.4.2 <u>Installation:</u> The following per-circuit installation charge applies.

I ransmission Mode	Per-Circuit Charge
VGPL	\$50
DSO	\$50
Fractional DS1	\$100
DS1	\$200
DS3	\$600

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Issued: 8/26/05

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9/1/2005

PURSUANT TO 807 KAR 5:011

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